

The Solicitors' Journal.

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CURRENT TOPICS.

MR. JUSTICE KAY will resume his sittings on a day next week of which notice will be previously given.

MR. JUSTICE MATHEW, and MR. E. J. BEVIR, Q.C., have been elected benchers of Lincoln's-inn.

NEXT WEDNESDAY, the Master of the Rolls will not sit with the Court of Appeal as usual, but will sit in his own court until one o'clock.

WE PRINT elsewhere an order of transfer of fifty causes from the cause-book of the Master of the Rolls, to Mr. Justice KAY, for the purpose of trial or hearing only.

THE REPORT of the Committee on Legal Procedure is not yet complete; and we believe that at least

three weeks are likely to elapse before it is presented to the Lord Chancellor.

THE HOUSE OF LORDS recommenced its sittings (which last for barely a month), on Thursday last with a list of fourteen appeals, which are equally divided between England and Scotland. The only appeal standing for judgment is *Commissioners of Works and Public Buildings v. Angus*, the voluminous opinions of the judges in which are still under the consideration of the law lords.

THE CONTEST for the coronership of Central Middlesex will be watched with great interest on account of the principle involved. A thoroughly competent and experienced lawyer candidate is in the field, and the question of whether coroners should be chosen from the legal or the medical profession is, therefore, raised in its proper form. We should hardly be disposed to go so far as the resolution passed at the meeting held at the Law Institution on Monday, and affirm that the office of coroner ought, under all conceivable circumstances, to be held by a lawyer; it is enough to say that, *ceteris paribus*, a lawyer ought always to have the preference. Put in this way, the case for the legal profession appears to be unassailable. Let us take it from the medical standpoint, and admit, for the moment, that the object of a coroner's inquest is only to ascertain the cause of death, and that the evidence on which the jury have to proceed is mainly medical evidence. Does it follow that such evidence must be unintelligible to anyone but a doctor? How then do lawyer judges in criminal cases, depending mainly on medical evidence, contrive to understand the evidence of doctors and to lay it before juries? If lawyer judges, possessed of no special scientific knowledge, make a jury understand the purport of doctors' testimony (and no one can pretend that they do not), how can it be alleged that because a coroner possesses no special scientific knowledge he will therefore be unable to comprehend or explain the medical evidence? If he is a man of general intelligence and ready apprehension, will he not be likely to put it before the jury in a far more intelligible form than a medical coroner accustomed to talk only in medical jargon? But it cannot be admitted that the object of coroners' inquests is only to ascertain the cause of death. The inquisition of the coroner finding a man guilty of murder operates as an indictment; hence the inquiry is necessarily into the guilt or innocence of the suspected person, and is therefore on the same footing as other preliminary criminal inquiries. Will anyone say that in the case of an ordinary criminal inquiry scientific knowledge is more essential to the judge or magistrate than knowledge of the rules of evidence and skill in the practical conduct of a legal inquiry?

THE FORMAL NOTIFICATION to the Speaker by the Lord Lieutenant of Ireland of the arrest of Mr. DILLON was rendered necessary by section 3, sub-section 3, of the Protection of Person and Property Act, which provides that "if any member of either House of Parliament be arrested under this Act, the fact shall be immediately communicated to the House of which he is a member, if Parliament be sitting at the time." Mr. O'CONNOR appears to have raised a question of privilege, on the ground that Mr. DILLON was on his way to London to

perform his parliamentary duties at the time when he was taken into custody; but it is clear that parliamentary privilege has never been allowed to interfere with criminal justice, for, on the 20th of May, 1675, the House of Commons passed a resolution "that by the laws and usages of Parliament, privilege of Parliament belongs to every member of the House of Commons in all cases except treason, felony, and breach of the peace." On the 29th of November, 1763, a similar resolution was arrived at in the case of WILKES, and in 1831 a Committee of Privileges reported that since that time [*i.e.*, 1763] "it has been considered as established generally that privilege is not claimable for any indictable offence." In 1815 Lord COCHRANE, who was then a member of the House, and who had escaped from the King's Bench Prison, where he had been imprisoned on a conviction for conspiracy, was actually arrested in the House of Commons, although before the business of the House had commenced; and a Committee of Privileges reported that "the privileges of Parliament do not appear to have been violated." The provision for communicating to the House the arrest of one of its members has been generally introduced in the Acts which have suspended the Habeas Corpus Act, but Sir ENSKINE MAY states that in cases not falling under such statutes the cause of arrest is usually stated to the House, as was done upon the arrest of Lord GEORGE GORDON in 1780, and that of Mr. SMITH O'BRIEN in 1848. In the present Act it will be observed that nothing is said about stating the grounds of the arrest, although these will, of course, appear in the next monthly list of prisoners laid before Parliament under section 1, sub-section 4, of the Act.

THE CUSTOMS AND INLAND REVENUE BILL, recently introduced in the House of Commons, proposes to effect several important changes in the probate and legacy duties. It is provided, by clause 28, that after the 1st of June next the duties imposed by the Act of last year on probates and letters of administration shall cease to be payable, and instead thereof there is to be paid on the affidavit by the person applying for probate or letters of administration, stamp duty at the rate of £1 for every full sum of £50, and any further fractional part of £50, where the estate is between £100 and £300, and at £1 5s. for each similar sum where the estate is between £300 and £1,000, and at £3 for every full sum of £100 and any further fractional part of £100 where the estate is £1,000 and upwards. Comparing this scale with that in last year's Act, it will be seen that it is a good deal higher. At present £2 is paid on £150: under the new Bill £3 will be payable; now £15 is payable on £750: under the new Bill £18 15s. will be payable; now £40 is payable on £1,900: under the new Bill £57 will be payable. Of course, however, the scale is much more simple than the scale in the Act of last year. Legacies below £20 are no longer to be exempt from duty (unless, under section 13 of the Act of last year, the whole personal estate is less than £100); but, on the other hand, clause 42 provides that legacy or succession duty, if at the rate of one per cent. only, shall not be payable where the duty imposed by the Bill shall have been paid on the affidavit. As a correspondent pointed out last week, where the whole personal estate, without any deduction for debts or funeral expenses, does not exceed £300 in value, probate or letters of administration may be obtained by delivering to the proper officer of Inland Revenue a notice setting forth the particulars of the estate, and such others as may be required, and depositing with him the sum of fifteen shillings for fees of court and expenses, and also, in case the estate exceed £100, the further sum of thirty shillings for legacy and succession duty. By clause 29 a very valuable reform is proposed to be effected. Instead of the application for a return of probate duty on the ground of debts, it is provided that, in the case of a person dying domiciled in the United Kingdom, the person who applies for probate

or letters of administration may deduct from the value of the estate, for the purpose of estimating the amount of duty payable, the debts due to persons resident in the United Kingdom and the funeral expenses; but voluntary debts expressed to be payable on the death of the deceased, or payable under any instrument not delivered to the donee three months before the death, or debts in respect of which real estate is primarily liable, or a reimbursement may be claimed from real estate or from any other estate or person, are not to be deducted, and the funeral expenses to be deducted are to include "only such expenses as are allowable as reasonable funeral expenses according to law." The affidavit is to extend to the verification of the account and schedule of debts and funeral expenses. Probates are in future to bear a certificate setting forth that the affidavit has been delivered duly stamped, and stating the amount of the gross value of the estate as shown by the account.

VOLUNTARY SETTLEMENTS of personalty in order to escape duties will be considerably checked if clause 39 of the Bill passes into law. That clause provides that the personal property to be included in an account shall include any property which the deceased, having been absolutely entitled thereto, has voluntarily caused to be transferred to himself and any other person jointly, so that the beneficial interest therein passes by survivorship on his death to such other person; also property passing under any past or future voluntary settlement by deed or other instrument not taking effect as a will, whereby an interest for life, or any other period determinable by reference to death, is reserved, either expressly or by implication, to the settlor; or whereby the settlor reserves to himself the right, by the exercise of any power, to restore to himself, or to reclaim, the absolute interest in such property. But where an account comprises property passing under a voluntary settlement, and upon production of the settlement it appears that stamp duty has been paid thereon, the amount of such duty is to be returned to the person delivering the account. Property taken as a *donatio mortis causa*, or under a voluntary disposition by the deceased, operating as an immediate gift *inter vivos*, not *bond fide* made within three months before the death, is also to be included in the account. The beneficiary or trustee acquiring possession of any personal property thus required to be included in the account is, within six months after the death of the deceased, to deliver an account, verified by oath, of such property, duly stamped under the Act, on penalty of double duty.

A meeting of the Incorporated Law Society, convened on the requisition recently published in our columns, "for the purpose of considering the present position of legal procedure, the impending changes in our profession, and other incidental matters which to the meeting may appear urgent and important," was fixed to be held yesterday (Friday) afternoon at the Law Institution.

At a meeting of solicitors residing and practising in the central Middlesex district, held on the 2nd of May at the Law Institution, J. M. Clabon, Esq., President of the Incorporated Law Society, in the chair, it was unanimously resolved:—"That this meeting is of opinion that the office of coroner is one which ought to be held by a lawyer, as being eminently of a judicial character, and requiring the holders to be well acquainted with the law of evidence and the mode of legal procedure, and that this meeting approves of the candidature of Mr. Thomas Henry Bolton for the office of Coroner of Central Middlesex, and pledges itself to use all possible exertion and influence to secure his return."

OUGHT PLEADINGS TO BE ABOLISHED?

STATEMENTS are very generally current to the effect that the new rules which may shortly be expected will, in pursuance of the resolution of the Procedure Committee, abolish pleadings except in cases where leave is given by the court to plead on account of special circumstances rendering it desirable, in the particular case, that there should be pleadings. We doubt whether the proposed step is altogether desirable. There is at present a great clamour to the effect that law is too expensive; that, especially in actions for small amounts, the costs bear so large a proportion to the amount at stake as to make the game not worth the candle. It is alleged that this, to a great extent, arises from a number of preliminary steps and interlocutory matters which are not essential, and which seldom produce any real benefit proportionate to the costs incurred by reason of them. There is therefore just now a great feeling in favour of abolishing, as far as possible, these preliminary matters, and proceeding as promptly and directly as possible to trial. We feel a certain amount of melancholy scepticism with regard to these perpetually-propounded panaceas for the production of a sort of millennium of cheap law which sanguine reformers constantly herald in the newspapers. Something, no doubt, may be done, but we doubt whether such measures as these really hit the blot—assuming that the blot can be hit. The truth is that there is a difficulty, not altogether artificially produced, but, to a large extent, inherent in the nature of the thing, with regard to law costs. An action for a small amount may be as troublesome and anxious a matter in its way as one involving a large amount. If the costs are cut down too unsparingly, though the game may be more worth the candle to the client, it may not be worth the candle to the higher class of solicitor. The question how a solicitor's costs in litigation are to be regulated is one of great difficulty. The apothecary's bill kind of system which at present prevails is a most miserable and unsatisfactory system, but it is difficult to suggest any wholly satisfactory principle.

But to return to the question of pleadings. We took occasion some time ago, when the new rules first came out, to discuss the new system of pleadings. We then pointed out that the old system of pleadings involved two separable ideas and objects. Perhaps the primary purpose in logical and chronological order is the purpose of informing the court of the facts, and determining the issues upon which its judgment is requested. Pleadings, as every student of the law knows, were at first oral. At the same time as the court was informed of the facts and issues upon which its judgment was requested, of course the collateral purpose was served of informing the other party of the case which he had to meet. When pleadings became documentary, they formed the premisses upon which the judgment was founded as a conclusion, as well as also continuing to serve the purpose of giving information to the other side. The principle of an almost superstitious veneration for records and written instruments, of which our law affords so many instances, is, we think, exemplified in the history of pleading. The notion of the absolute necessity of a written record of the allegations or statements upon which the judgment was founded, as a conclusion on premisses, undoubtedly largely entered into the view of pleadings taken in former days. It seems to us, however, that the usefulness of pleadings for that purpose, and for the purpose of determining the issues (if they ever had any) has continuously dwindled, and, under the Judicature Act, has become reduced to the lowest possible ebb. The true function of pleadings now is that which was originally perhaps a secondary and incidental result of them—viz., giving information previously to the trial to the other side as to the case which will be set up.

Now, it seems to us that the present system is objectionable because it does not sufficiently recognize the substantial nature of the case. A great deal of waste is thus occasioned, both of time, labour, and money. Let us take an illustration. An action is being brought on a charter-party or a building contract. The provisions of the contract are perfectly well known to both parties, or if there is no copy, it can be made the subject of inspection, yet because it is necessary to make a statement of the case giving rise to a logical legal conclusion on the record, long extracts from the contract have to be made that may be of no advantage to anybody. Why, for all practical purposes, would it not be sufficient to say that the plaintiff, or defendant, as the case may be, will rely on such and such a clause of the charter-party, or specification, of such a date, made between, &c. [describing it], and will say that the terms of such clause have not been complied with; or to make some short general statement of that sort? If further particulars are necessary, detailed particulars of a concrete sort can then be given; but the present system frequently involves the setting out of long provisions of the contract, and the denial, in identical terms, of the performance of them, while very little is gained thereby. The ancient bugbear of a variance still troubles the dreams of a pleader.

There is one habit of judges which we believe to be a fruitful source of long-windedness and expense. We do wish, as earnestly as that corporate entity the "we" of journalism can wish anything, that any humble remarks of ours could induce them to reconsider their ways in this respect. A judge makes up his mind—sometimes in fact wrongly, but we will assume for our present purpose rightly—that a litigant's case is not meritorious, and that all truth and justice are on the other side; thereupon, on the principle that any stick does to beat a dog with, he sets himself to refuse to the party whom he considers unmeritorious all the facilities and opportunities which, if his cause were meritorious, he ought to receive as of course. The object is good, but we believe this to be short-sighted policy and an unsound mode of procedure. The right to amendments and such like matters ought to be considered wholly irrespective of what one may call the ultimate merits of the cause. The result of this habit of the judge of taking advantage of slips to further the justice of particular cases is responsible for a great deal of cumbrous complication. A pleader alleges a great many alternatives and sets out a great deal *verbatim* to make himself safe against the possibility of a judge's conceiving an unfavourable opinion of his case and construing his allegations with anything but benevolent neutrality. We are convinced that additional expense and other mischiefs are, in the long run, occasioned by this, to our mind, bad judicial habit. Judges are, after all, men, and must be affected by the moral aspect of the particular case they are trying, but it seems to us to be the duty of a judge to consider the general as well as the particular application of everything he does.

To return to our subject. It seems to us that the substantial use of pleadings is by way of being particulars, and that in most cases some short and concise particulars of the case that will be set up ought to be quite sufficient, but we cannot help thinking that these ought to be given by both sides. The complicated series of allegations leading up to formal issues may be, on the whole, unnecessary and mischievous. We are disposed to think that in many cases it is so, but all that there is of advantage in it might be retained (and, as it seems to us, without its demerits) by a less formal substitute more directly pointed to the substance of the thing. It hardly seems to us to be desirable that the parties should go to trial without any definite information as to the case which the other side mean to set up, except so far as the indorsement on the writ may inform the defendant.

ACTIONS FOR DECEIT.

It was decided by *Pasley v. Freeman* (2 Sm. L. C., 8th ed., p. 66) that there must be fraud, by which was meant an intention to deceive, in order to support the action in tort for a misrepresentation of another's credit which has induced the plaintiff to act upon the defendant's recommendation and receive damage. This was further insisted upon in *Haycraft v. Creasy* (2 East, 92). There the plaintiff had supplied goods on credit to an impostor, a certain Miss Robertson, who had been representing herself as having come into a fortune. Before delivering the goods, the plaintiff had applied to the defendant to know whether it would be safe to give credit to the lady, and had received an answer to the effect that the defendant knew Miss Robertson to be a lady of fortune, and one who might safely be trusted to any amount. It appeared that the defendant had himself been deceived by Miss Robertson, and had lent her £2,000 without security. Miss Robertson had absconded without paying for the goods. At the trial, a verdict for the plaintiff for £475 was given. On the argument on a rule for a new trial, it was held that the action would not lie, because the foundation for such an action was fraud or deceit in the defendant, and damage to the plaintiff by means thereof, and in this case the defendant's representation was *bona fide* with a belief in the truth of it. Gross, Lawrence, and Le Blanc, J.J., concurred in this view of the case, but Lord Kenyon was inclined to go beyond what had been established by *Pasley v. Freeman* twelve years before. His opinion has now received the approval of the Court of Appeal in the case of *Leddell v. McDougal* (29 W. R. 403).

The Court of Chancery had applied a different rule in cases of misrepresentation. It had not in early times made any use of this head of equity, but, as Lord Eldon was fond of asserting, the equity had always existed and was not rendered novel by the fact that the circumstances which called for its application had not previously arisen. In equity the defendant was liable for damage sustained by the plaintiff in consequence of the plaintiff having acted on a false statement made by the defendant innocently with intent that it should be acted upon. Suits in equity analogous to the action at law for deceit, therefore, became by no means uncommon, while the action at law was brought less frequently. The equitable principle gave plaintiffs a better chance of success, as it did not require an intention to deceive. There was less difficulty in pleading, and no trouble about the presumption or proof of legal fraud. The cases in equity dealing with misrepresentation became very common as soon as joint stock companies began to flourish. Most of those cases, however, are complicated by questions of agency, which are beyond the present purpose. The law as it now exists is clearly stated by the learned editors of Smith's *Leading Cases*. "It is not necessary that [the representation] should be false to the knowledge of the party making it; if it be untrue in fact, and not believed to be true by the party making it, or made recklessly without any knowledge on the subject, and for the purpose of inducing another person to act upon it, an action may be maintained thereon by the person who has been induced to act upon it." Even the case of *Pasley v. Freeman* was one which, in Lord Eldon's opinion (*Evans v. Bicknall*, 6 Ves. 174), was more fit for a court of equity than a court of law; and it is clear that the observation would apply still more forcibly to *Haycraft v. Creasy*.

The passage from Lord Kenyon's judgment in that case, which the Master of the Rolls adopted in *Leddell v. McDougal*, was as follows:—"The case rested on this, that the defendant affirmed that to be true within his own knowledge which he did not know to be true. This is fraudulent, not, perhaps, in that sense

which affixes the stain of moral turpitude on the mind of the party, but falling within the notion of legal fraud such as is presumed in all cases within the Statute of Frauds. The fraud consists, not in the defendant saying that he believed the matter to be true, or that he had reason so to believe it, but in asserting positively his knowledge of that which he did not know." It seems that at the time when Lord Kenyon delivered this judgment he was going a little beyond the common law as it existed. It is perhaps to be regretted that the Master of the Rolls should have selected this passage for adoption, raising, as it does, the much-vexed question of legal as opposed to moral fraud. Everybody will recollect the vigorous attack made by Lord Justice Bramwell in *Weir v. Barnett* (26 W. R. 746, s.c. *sub nom. Weir v. Bell*, 3 L. R. Ex. D. 238) upon the expression "legal fraud." It was, he said, to him as if one were to talk of legal heat and legal cold, or legal light and legal shade. Like most very acrimonious contentions it turns out in reality to be a contest about a word. The expression "legal fraud" is one which undoubtedly is more or less an insult to ordinary language. But it has become a useful technical phrase, and it is characteristic of our legal phraseology to be unscientific. Oddly enough one need go no further than the same number of the *WEEKLY REPORTER* in which *Leddell v. McDougal* appears for an instance in point. In *McCollin v. Gilpin* (29 W. R. 408) we find Lord Justice Bramwell himself using the word "agreement" in one sentence both for an agreement and the document wherein its terms are expressed.

In saying that he adopted the words of Lord Kenyon the Master of the Rolls did not, it seems, mean that he followed Lord Kenyon's judgment as an authority. Lord Kenyon happened to express what subsequently became the equitable principle, and what is now undoubtedly the law. *Leddell v. McDougal* is an unusual case, though the principle upon which the Court of Chancery had acted in dealing with misrepresentation was well established. In that case the plaintiff being about to let a house and shop to one Thornton, of whom he knew nothing, applied to the defendant, at Thornton's suggestion, for information as to Thornton's position to meet the responsibility of a lease at a rent of £100 a year, and asking if the defendant could recommend Thornton as a safe and advisable tenant. The defendant wrote in answer that he had "much pleasure in replying affirmatively." The lease was granted; Thornton did not succeed with his business, and left without paying any rent, taking his furniture and fixtures with him. The lessor then brought an action for deceit against McDougal, and the Court of Appeal, reversing the decision of Vice-Chancellor Bacon, held that the plaintiff ought to succeed.

Here was an excellent opportunity for a clear enunciation by the Court of Appeal of the law upon the question of misrepresentation in the nature of deceit. Unfortunately, not only did the court decline to go into the cases upon the subject, but the judgments, though agreeing in the result, were not quite consistent. The Master of the Rolls said it appeared that McDougal did not really know whether Thornton was a man of substance or what his means were. He had no particular knowledge of his means. Then the learned judge adopted the language of Lord Kenyon which has already been quoted; and, summing up the matter, said that the defendant must be taken to have known that Thornton was not in a responsible position to meet the responsibility of the undertaking. Lord Justice James, however, thought that there would have been a good deal of force in the argument for the defendant if he had represented that Thornton was in a good and responsible position, without having had the *precise knowledge of his circumstances which, in fact, he had*. Knowing as he did what the state of Thornton's affairs really was, it was impossible that he could have truthfully said that he was in a good and responsible position. And Lord

Justice Lush also said that McDougal knew Thornton to be a person of no resources at all. There seems, therefore, to have been some little disagreement as to the effect of the evidence. But all the judges were anxious not to impute to the defendant moral fraud, or an intention to deceive. Possibly when the Lords Justices come to revise their judgments for the authorized reports the little differences will be smoothed away. If McDougal really did know that Thornton had no means, it becomes more difficult to draw the line between legal and moral fraud than if the view of the Master of the Rolls was the correct one. But the drawing of this line belongs more to casuistry than to law, and it is to be regretted that the court could not lay down in clear terms the principle upon which their judgment went, without bringing in the very inconvenient and quite unnecessary bugbear—legal fraud.

DISCLAIMER OF LEASES UNDER THE BANKRUPTCY BILL.

II.

We stated last week the result, so far as we can estimate it, of the provisions of the new Bankruptcy Bill as to disclaimer of leases. If we are right in our view, it cannot be said that the framers of the Bill have met all the difficulties of the subject. They have left open a loop-hole by means of which the landlord may be saddled with disadvantageous sub-tenancies, without, so far as we can see, any possibility of obtaining relief from them. Now, the objects to be aimed at in any properly drawn disclaimer clause could not be better stated than they were by our correspondent a fortnight ago:—"To destroy sub-interests by the act of the representative of the person creating them must be wrong, whilst to return the property to the landlord burdened with charges and sub-tenancies, and stripped of its valuable incidents, must be equally so. The objects of any legislation should be to free the trustee and the bankrupt's estate from liability to the obligations of the lease (subject to rights of proof by persons injured), and to interfere as little as possible with all other rights." The new Bill, as we saw last week, fails to carry out these principles, because it provides that the estate and interest of the bankrupt shall pass to the person entitled thereto on the determination of the estate or interest of the bankrupt, and the result of this is (or seems to be) to render the position of a sub-lessee impregnable.

The remedy suggested by our correspondent is very simple. He would enable the trustee, by leave of the court, to sign some instrument, or give some notice to all parties interested, the effect of which would be to inform them that he will not adopt the lease, and thereupon, the liability of the trustee, and (subject to rights of proof) the liability of the bankrupt's estate, should cease. The term will be left subsisting in the trustee, but without any liability on his part to perform the provisions of the lease. Then the court will be at liberty, at any time afterwards, upon hearing all parties, to make an order vesting the term in any person entitled to it. He proposes to give effect to his suggestion by the following clause:—

"The trustee may, with the sanction of the court, by writing under his hand, hereinafter called a disclaimer, disclaim any property of the bankrupt acquired by the trustee under this Act, notwithstanding that he may have endeavoured to sell, or have taken possession of, such property, or exercised any act of ownership in relation thereto. Upon the application by the trustee for leave to disclaim any such property, he shall furnish the court with such information as to the nature and value of the property, and as to the person or persons interested therein, as may be prescribed, or as the court may direct.

"Notice of the execution of any disclaimer by the trustee

shall be given to such person or persons (if any), or published in such way (if any), as may be prescribed, or as the court shall direct.

"Such disclaimer shall operate as a release to the trustee, and, subject to the right of proof given by this Act, also to the bankrupt's estate, from all obligations affecting the property disclaimed, or the bankrupt, or his estate, in respect thereof, but shall not release or affect the obligations, or the rights or remedies, of any other person or persons, nor divest the property disclaimed from the trustee."

Then follow provisions enabling any person interested to apply to the court, and enabling the court, after notice, to make an order vesting the property in such person as the court may think fit, subject to provisions—(1) that the court shall vest the property in the person claiming an interest in it under the bankrupt, who desires such vesting order in his favour, and the vesting order shall vest the property in such person subject to the duties and obligations affecting it. If more than one person, claiming under the bankrupt, desires a vesting order, the court shall have power to modify its order as it thinks expedient. And upon any vesting order being made, the rights, estates, and interests in the disclaimed property of all persons claiming under the bankrupt, other than the person or persons in whose favour such order is made, shall cease and determine. (2) If no person claiming under the bankrupt desires to have a vesting order in his favour, then the court shall make a vesting order in favour of any person or persons who may be liable to perform the duties or obligations affecting the disclaimed property who shall desire such order in his or their favour, subject to such duties and obligations [similar supplementary provisions being made]; and (3) if no person desires a vesting order under rules 1 and 2, the court may make such order in favour of any person entitled to the disclaimed property upon the determination of the bankrupt's estate or interest therein, if such person shall desire such vesting order in his favour. And after such last-mentioned vesting order, the rights, estates, and interests in the disclaimed property of all persons who might, under rules 1 and 2, have been entitled to a vesting order shall cease and determine.

The effect of these provisions would be that if any person claiming under the bankrupt—such as a mortgagee or sub-lessee—was content to take the bankrupt's interest, subject to the rents and covenants affecting it, he would be entitled to have it vested in him. If no person claiming under the bankrupt was willing to take the estate, then any person liable (for instance, a previous lessee) to the obligations affecting the property would be entitled to a vesting order. And if no person either claiming under, or liable with, the bankrupt wished to take the property, then the person entitled, subject to the bankrupt's estate, would be at liberty, if he thought fit, to have the property vested in him, and thereupon all prior interests would cease.

We state these proposed provisions as matter for discussion. They are an ingenious mode of dealing with the difficulty, but we are inclined to think with our correspondent that it would be better to leave the court to deal with the facts of each case unfettered by rules. As regards the proposed clause quoted above, however, we are inclined to think that it affords the only mode of satisfactorily dealing with the difficulty preliminary to the application to the court, for a vesting order.

REVIEWS.

LIBEL AND SLANDER.

A DIGEST OF THE LAW OF LIBEL AND SLANDER. By W. BLAKE ODGERS, Barrister-at-Law. Stevens & Sons.

This appears to be a useful and carefully written treatise, though we are not prepared to say that the author has entirely overcome the difficulties incident to the form which he has adopted for his work. His object, as

announced in his preface, is to state the law on each point in the form of an abstract proposition, citing the decided cases in smaller type merely as illustrations of the abstract proposition. The difficulty in practice that arises is that, in treating the subject systematically after this fashion, a number of fundamental propositions must be enunciated which are rather assumed than expressed by the decisions. The author is driven to the enunciation of these on his own authority, and no cases are forthcoming by way of illustrations in the smaller type, but only hypothetical illustrations by the author. This, even when it occurs in the case of digests by authors of higher authority than, with all respect to the author of the work under discussion, he can be said to be, always seems to us slightly anomalous. We regard a digest, perhaps wrongly, as a work stating propositions for which there is authority. The author in the present case is obliged sometimes to give propositions for which he can adduce no authority. One of the first which he gives might by some be considered doubtful as a matter of theory—viz., that to say A. is a rascal is not defamatory unless it can be proved that some one seriously believed or acted on the assertion to the prejudice of A. These observations are, however, perhaps hypercritical, as the real usefulness of a book does not much depend on such introductory propositions.

The author has not, like some writers of books of reference, heaped together inconsistent decisions without any regard to their inconsistency, and without any attempt to deduce from them any net result. The form of his book, as already stated, precludes such a perfunctory mode of treating the subject. The prevailing fault of writers of law books is perhaps too great timidity; a man shrinks from expressing too distinctly in print an opinion on a doubtful point which a decision may soon show to be erroneous. We think it perhaps would be well if authors were somewhat bolder. It may be sometimes more useful to the reader to discuss a point and express an opinion, even though it may turn out to be erroneous, than to pass over a point in silence. As an instance of Mr. Odgers' mode of dealing with points of this sort we may instance the discussion on p. 146, in which he joins issue with a statement in Addison on Torts. We cannot profess to have considered all the propositions which our author enunciates as the results of conflicting or dubious authorities, but, so far as we can judge, his statements of the law are careful and well considered. Some parts of his book are amusing as well as useful—e.g., the list of expressions which have been held to be defamatory at p. 22. There is one point on which we sympathize with the feeling expressed by the author. He says that in his book he has restored the word "malice" to its simple and ordinary meaning, and has abandoned the technical and fictitious use of the term as meaning "malice in law." We think it very unfortunate that words should come in legal diction to have artificial and non-natural meanings, but it is not always easy, having regard to the historical growth of the law, to ignore entirely the artificial use of words in such meanings.

CORRESPONDENCE.

QUERIES.

22 & 23 VICT. c. 35, s. 21.—A testator by will, after leaving a few pecuniary legacies, directed his trustees, at their discretion, to convert into money all the rest and residue of his real and personal estate, or such part as should not consist of money (with power to continue any investments existing at his decease). And, after directing payment of his funeral and testamentary expenses and debts, and making trusts for investment, the testator directed the trustees to stand possessed of the said trust estate, and the investments representing the same, in

trust to pay the income to his wife for life, and after her decease, in trust for his son, T. G. (one of the trustees), his heirs, executors, administrators, and assigns, according to the respective nature and tenure thereof. The testator appointed his trustees executors of his will, and his wife died in his lifetime. The testator has since died, and both his executors proved the will. Part of testator's property consists of leaseholds for lives, and a policy of assurance on such lives. There is sufficient to pay all the legacies and debts in full, without selling the leaseholds or policy, both of which the son wishes to retain as his own property. And the executors wish to assign these absolutely to the son, who is one of the executors and trustees. I shall be glad if some of your correspondents will inform me how this is to be done, as the 22 & 23 Vict. c. 35, s. 21, only provides for the assignment from one person to himself and another, and not for the assignment from two persons to one of them. Will two deeds be necessary as formerly, one to assign from the executors to a trustee, and another to assign from such trustee to the son, or can the property be absolutely vested in the son by a release from his co-executor? Cases or references will greatly oblige.

G. H. M.

CASES OF THE WEEK.

PATENT—INFRINGEMENT—TRANSHIPMENT IN ENGLAND OF ARTICLE MANUFACTURED ABROAD—CUSTOM HOUSE AGENT.

In a case of *Nobel's Explosives Company v. Jones*, before the Court of Appeal on the 29th ult., a somewhat novel question arose with regard to the infringement of a patent. The plaintiffs' patent was for a method of making safe and practicable the transport of nitro-glycerine, a substance which is liable to explode at the slightest shock. The invention, the subject of the plaintiffs' patent, consisted in causing the nitro-glycerine to be absorbed in porous in explosive substances, such as charcoal, the result being a pasty substance, called dynamite, which is insensible to shocks, and can be transported with safety, but which at the same time is equally valuable as an explosive when ignited in the proper way. A firm of Krebs & Co. manufactured abroad a substance which they called litho-fracteur, and at one time sold it in England. In an action brought against them by the plaintiffs it was decided by the House of Lords that the article manufactured by them was an infringement of the plaintiffs' patent. After this, Krebs & Co., though no longer selling their article in England, shipped it to England, consigned to an agent of theirs in England, for the purpose of reshipment for exportation and sale in Australia. The present action was brought against some persons who had acted for the agent of Krebs & Co., in England, simply as Custom House agents in procuring the necessary documents at the English Custom House authorizing the transhipment to be made in the port of London. It was alleged that by thus acting the defendants had infringed the patent, and so it was held by Bacon, V.C., but his decision was reversed by the Court of Appeal (JAMES, BAGGALLAY, and LUSH, L.J.). The plaintiffs' case was put in this way. It was said that, the peculiar nature of the invention being the making nitro-glycerine transportable with safety, anyone who moved the article with safety was in fact using the invention, and anyone who had the control of the article manufactured by Krebs & Co., though merely for the purpose of transhipment in England and exportation therefrom, was in fact using the invention in England. Krebs & Co., therefore, through their agent in England to whom their goods were consigned, were infringing the plaintiffs' patent, and the defendants, by obtaining the necessary documents from the Custom House, were enabling Krebs & Co. to commit the infringement, and were therefore liable as infringers. JAMES, L.J., said that the defendants had no control over the article; the safety or danger of the transportation was quite immaterial to them. They could not be said to be using the invention. The court had always held agents liable for the infringement of a patent, but they must be actual agents directly employed in the transmission in question. The doctrine could not be extended beyond the case of direct agency.—SOLICITORS, Woodbridge & Sons; J. & R. Gole.

NEWSPAPER—COPYRIGHT IN ARTICLES—REGISTRATION—COPYRIGHT ACT, 1842, ss. 18, 19, 24.—In a case of *Walter v. Howe*, before the Master of the Rolls on the 29th ult., a motion was made by the proprietors of a daily newspaper, not registered under the Act, to restrain a reprint in a cheap form, and without the consent of the proprietors, of a biographical memoir published in the newspaper. The author of the memoir was not made a party to the action, but it was stated in an affidavit filed by the plaintiff that the author had been paid for his literary services by the plaintiffs. The plaintiffs relied upon a decision of Malins, V.C., of *Cox v. Land and Water Journal Company* (L. R. 9 Eq. 324), where it was held that a newspaper was not within the Copyright Act, 1842, and required no registration under the Act, and that the proprietor had *aliunde*, and without registration, such a property in the contents of a newspaper as would entitle him to sue in respect of piracy. JESSEL, M.R., said he did not agree with the decision of Vice-Chancellor Malins, and refused to follow it. He was of opinion that a newspaper was a "periodical work" within the meaning of section 18 of the Copyright Act, 1842, and, therefore, that it required to be registered under the 19th section to entitle the proprietors to sue in respect of any piracy of the articles produced in the newspaper. If there was any other copyright in the memoir, that would be in the author of the article, and as the plaintiffs, in his opinion, did not sufficiently show they had purchased the whole copyright, and as the author was not a party to the action, no injunction could be granted on that ground. The motion must, therefore, be refused, with costs.—SOLICITORS, *Soames; G. L. Claxton*.

PRACTICE—INFANT DEFENDANT—JUDGMENT BY CONSENT—EVIDENCE—TRIAL OF ACTION—ORD. 19, r. 17—ORD. 40, r. 11.—In an action of *Ellis v. Robbins*, before Hall, V.C., on the 28th ult., a new point of practice was raised as to the form in which judgment should be taken by consent in an action so as to bind an infant defendant. The action was for the rectification of a marriage settlement, and the wife and an infant child of the marriage were made defendants. It was agreed to take a judgment upon the admissions of the facts stated in the statement of claim, no defense being put in, but, as by ord. 19, r. 17, the allegations of fact in a pleading cannot, although not denied, be taken to be admitted as against an infant, the statement of claim had been verified by affidavit. Formal consents had been given to the evidence in the action being taken by affidavit, as required by ord. 37, r. 1, but a difficulty now arose from the fact that the action had not been set down for trial, but merely on motion for judgment, on admissions in the pleadings, under ord. 40, r. 11. There is no provision in the Rules of Court as to evidence being received upon motion for judgment, and, upon the point being now brought to the notice of the court, HALL, V.C., directed that, in order to put the matter in proper form, the action should be set down for trial, notice of trial being given to the wife and infant. The action would then be again placed in the paper, and upon being called on *pro forma*, their consents would be given by counsel.—SOLICITORS, *Roopers & Co.*

COMPANY IN LIQUIDATION—PROOF FOR DAMAGES BY CONTRIBUTORY—CONTRACT TO GIVE PAID-UP SHARES—COMPANIES ACT, 1867, s. 25.—On the 2nd inst. Vice-Chancellor Hall delivered a written judgment in *Re The Great Australian Mining Company*, upon an important question bearing upon the 25th section of the Companies Act, 1867, which provides that, in the absence of a registered contract to the contrary effect, every share in a company shall be deemed to be issued and held subject to the payment of the whole amount thereof in cash. Mr. Appleyard had under that section been placed upon the list of contributors in the winding up of the company for the amount of £1,000, and the application on which judgment was now given was to be allowed to claim in the liquidation for damages to the same amount. Briefly stated, the facts were that the original promoter of the company gave Appleyard, partly in payment for legal services in starting the undertaking, and partly for money lent, certain debentures of the company which had been issued to himself. By an arrangement with the directors, of whom Appleyard was himself one, fully paid shares were agreed to be issued to Appleyard in exchange for the debentures, which were delivered up to be cancelled. He was

credited with the shares in the books of the company, but no contract in writing was registered, and when the company afterwards was in liquidation Appleyard was placed upon the list of contributors. His claim was for damages for breach of contract in not completing the arrangement. Appleyard had been the solicitor of the company, but no fraud whatever was suggested. HALL, V.C., held that the contract was proved by the minutes and documents of the company, the consideration was valid, and the arrangement made was not *ultra vires*. He considered the case governed by *Mudford's Claim, Re Government Security, &c., Company* (28 W. R. 670), where the judgment had been founded upon the remarks of the Court of Appeal in *White's case* (27 W. R. 895). The judgment of the House of Lords in *City of Glasgow Bank v. Houldsworth* (28 W. R. 667) was not repugnant to such a decision, and the claim for damages must be allowed with costs.—SOLICITORS, *Appleyard; West, King, Adams, & Co.*

EXECUTOR—POWER TO PLEDGE TESTATOR'S ASSETS—LEASEHOLD PROPERTY—PURCHASER FOR VALUE WITHOUT NOTICE—TITLE DEEDS.—In a case of *Pillgrem v. Pillgrem*, before Fry, J., on the 2nd inst., a question arose as to the power of an executor to pledge his testator's assets, and the right of the executor's own private creditor to be paid out of assets of the testator, when he has dealt with the executor in the belief that the assets were his own property. A testator, who was a trader, devised and bequeathed all his property, real and personal, to his executor, upon trust to sell his business and stock in-trade, and some leasehold houses in which the business was carried on, and, after payment of his debts and funeral and testamentary expenses, to retain out of the proceeds of sale a legacy of £200 to himself, and to invest the residue and hold the investments upon certain trusts; and, until a sale could be effected at a fair price of the business and leasehold houses, the testator desired the executor to continue the business, and to hold the profits, after maintaining himself and his family, upon trusts corresponding to those of the income of the invested proceeds of sale. After the death of the testator, the executor took possession of his property, and carried on the business for some years at the same place in his own name. He borrowed various sums of money from a person who knew nothing of the executorship, but believed that the business belonged to the executor himself. Six years after the testator's death, the executor surrendered the lease of the houses, and obtained from the lessor a renewed lease in his own name. He deposited the renewed lease with the same creditor as security for an advance made to him for his own purposes, the creditor believing the lease to be the executor's own property. A part of the unsecured advance was employed for the purposes of the business; the remainder was employed by the executor for his own private purposes. Nine years after the death of the testator, the creditor recovered judgment against the executor for the amount of the unsecured advances, and issued execution, under which the sheriff seized chattels and stock-in-trade belonging to the testator's estate. An action having been brought for the administration of the testator's estate, the creditor claimed in the action to be entitled to the benefit of his execution. Reliance was placed on the case of *Ray v. Ray* (G. Cooper, 264). In that case a testator died in 1809, and his executors took possession of his personal estate, and paid his debts and legacies, with the exception of a promissory note for £1,000 due to the plaintiff, payment of which was not demanded. They also took possession of a leasehold farm which the testator had occupied, and procured a renewal of the lease to be granted to them in their own names. One of the executors having died, in 1815 a bond creditor of the surviving executor (not a creditor of the testator) seized the leasehold premises in execution for his debt. The plaintiff had not demanded payment of his promissory note until about the time when the seizure was made. The plaintiff obtained an *ex parte* injunction to restrain the sale of the leasehold property under the execution, and this injunction was afterwards dissolved by Sir Thomas Plumer, on the ground of the lapse of time and the laches of the plaintiff. "If," his Honour said, "the plaintiff had any right to consider the renewed lease as made for the benefit of the testator's estate, is it not fair to say that he had waived that right at this distance of time? The defendant has

the law on his side, and, at least, an equal equity with the plaintiff, arising from the credit which he has been induced by the plaintiff to give, from being led by the plaintiff to consider the lease to be the executor's own property. I say he has, at least, an equal equity, and I ask if he has not even a superior equity? I cannot, therefore, see any ground for this court interfering with those rights of the defendant after a lapse of six or seven years. It would be injurious to credit to do so, especially in the case of trades." FRY, J., said that the law on the point was clear. When an executor carried on the business of his testator under the directions of his will, and in that character contracted a debt, an action for the debt must be brought against the executor personally, and the judgment would be *de bonis propriis* of the executor. No action could be brought against the estate of the testator, and there could be no judgment *de bonis testatoris*, because the debt was not the testator's debt. The creditor might have a right to be subrogated to any claim which the executor had against the estate. It could make no difference that the chattels seized by the sheriff were ostensibly those of the executor. In some cases, no doubt, if there had been a great lapse of time, and the possession of the executor was not in accordance with the trusts of the will, there might be an inference that there had been an absolute gift by the beneficiaries to the executor. But, when the possession of the executor was in accordance with the trusts of the will, and the time which had elapsed was also, so to say, in accordance with the trusts, there could be no such inference. In the present case, the mere ostensible possession of the executor and the lapse of time could make no difference; but, the moment it was found that the property was trust property, no judgment could go against it for the executor's own debt. In *Ray v. Ray* the point was not finally decided; but the court thought the circumstances were such as to raise an inference of gift to the executor. With regard to the deposit of the renewed lease, the case stood in this way. The execution creditor claimed an equity by virtue of the deposit; the testator's estate claimed an equity by virtue of the renewal. But the equity of the estate attached as soon as the renewed lease was granted; the equity of the creditor did not attach until the deposit was made. There was no superiority in the one equity over the other, and, therefore, as between the two equities, the ordinary rule must apply, *qui prior est in tempore potior in iure*. It was argued on behalf of the creditor that at any rate the actual lessee himself could not be taken away from him, he being a purchaser for value without notice, reliance being placed for this purpose on *Heath v. Credock* (23 W. R. 95, L. R. 10 Ch. 22). FRY, J., said that, in order to avail himself of the defence that he was a purchaser for value without notice, the depositor must show that he had made every reasonable inquiry as to the title to the lease. He had not shown that he had made any inquiry at all, and there was nothing to show that if he had inquired he would not have been furnished with an honest abstract of title, disclosing the surrender. A person who thus wilfully shut his eyes could not say that he was a purchaser without notice. The order would, however, be made without prejudice to the right (if any) of the creditor to stand in the place of the executor in any claim he might have have against the testator's estate in respect of the legacy of £200 or otherwise.—SOLICITORS, J. P. Murrough; Allen & Edwards.

PRACTICE—DEFENDANT OF UNSOUND MIND—APPOINTMENT OF GUARDIAN—ORD. 13, R. 1.—In a case of *Taylor v. Pede*, on the 2nd inst., FRY, J., held, under the provision of rule 1 of order 13, that when no appearance has been entered to a writ for a defendant who is a person of unsound mind, not so found by inquisition, the plaintiff may apply to the court for the appointment of a guardian by whom the defendant may appear and defend the action, it is not obligatory on the plaintiff in every such case to apply for the appointment of a guardian; but that the provision only applies when the plaintiff for his own purposes desires that the defendant should appear and defend. It is not necessary to make the application when no relief is asked against the defendant.—SOLICITORS, W. & J. Flower & Nussey.

DIVORCE—ADULTERY—CRUELTY—CONDONATION—REVIVAL—MISCONDUCT FALLING SHORT OF ADULTERY.—In the Probate, Divorce, and Admiralty Division, on Saturday, April 30, the suit of *Ridgway v. Ridgway* was tried before the President of the division without a jury. The petition was by a wife for a dissolution of marriage on the ground of her husband's adultery and cruelty. The petitioner admitted that she had condoned her husband's misconduct, but there was evidence that, after the condonation, the respondent had attempted to take liberties with a maid-servant living in the house, and this was relied upon as showing that the acts which had been condoned had been revived. HANNEN, P., observed that the question whether condoned adultery or cruelty could be revived by misconduct falling short of actual adultery had never been expressly decided. Condonation was only conditional forgiveness, and the respondent's behaviour must be taken to be a breach of the condition upon which his wife's forgiveness had been accorded to him. He therefore held that the adultery and cruelty had been revived by the subsequent misconduct, and that the petitioner was entitled to decree nisi.—SOLICITOR, Greenfield.

CASES BEFORE THE BANKRUPTCY REGISTRARS.

(Before Mr. Registrar MURRAY acting as Chief Judge).

April 4.—*Re Bear & Bear*.

The court refused to grant an injunction restraining the wife of a bankrupt from dealing with goods alleged to have been purchased with trust moneys belonging to her.

This was an application by the trustee under the bankruptcy of Messrs. G. & J. Bear, cigar manufacturers, for an injunction to restrain Mrs. Emily Bear from dealing with a quantity of tobacco, alleged to form part of the property of the bankrupts.

The facts are stated in the judgment of the registrar.

E. C. Willis, in support of the application.—The tobacco in question belongs to the bankrupts. The case of the respondent is that it was purchased with trust moneys belonging to her, but these moneys have been so mixed up with others as to have lost their identity. The tobacco was also in the reputed ownership of the bankrupts. He cited *Clayton's case* (1 Mer. 572).

Colt, for the respondent.—Before any act of bankruptcy was committed, the respondent was in possession of the tobacco as the absolute legal owner, and no question of reputed ownership can arise. All that it is necessary to show, in order to substantiate the claim of the respondent, is that tobacco to the extent of £2,500 has been bought with trust-money. The evidence shows that in 1871 £2,000, drawn out of the bank upon the security of the respondent's deeds, was applied in payment of tobacco purchased from Messrs. Bremner, and the rights of the respondent extend to the tobacco so purchased. What afterwards took place between George Bear and his bankers is immaterial, as the tobacco was impressed with a trust in favour of the respondent: *Re Hallett's Estate* (28 W. R. 732, L. R. 13 Ch. D. 696).

Mr. REGISTRAR MURRAY said the hearing had occupied a considerable time, but when the case was divested of a certain amount of fringe, he did not think that it presented any serious difficulty. The facts lay within a narrow compass. The application was by the trustee for an injunction restraining Mrs. Emily Bear from dealing with certain tobacco, with respect to which she had a legal and beneficial interest. The circumstances under which the delivery order was given to her a few days before the bankruptcy, and the circumstances under which the property was transferred to her, were no doubt open to the greatest suspicion, and fully entitled the trustee to avail himself of his right to have a private examination of the parties under section 96. But it so happened that before a private sitting was held the trustee took upon himself to launch the present motion for an injunction, and the circumstances being so suspicious he (the registrar) felt that he could not withhold an injunction until after the investigation at the private sitting had taken place. The facts as elicited from the examination of the parties, appeared to be these: Mr. Benson, by his will, had left the residue of his property to George Bear and Emily Bear (under her name of Emily Benson) as executor and executrix. The trusts of the residuary estate were declared by the testator, and Mrs. Bear was to have the income of the property during her life, with a power of appointment as to

the residue. At any moment Mrs. Bear, by a stroke of the pen and by exercising her power of appointment, might have made herself the absolute legal and beneficial owner of the property. The trust estate was realized by George Bear and Mrs. Bear did not interfere. George Bear acted in the administration of the estate, and it appeared that he realized it to the extent of £5,000 or £6,000, and invested it in the purchase of houses. He had sworn that the bulk, if not the whole, of the money paid into his banking account were trust moneys forming part of the residuary estate. Although some question had been raised about it, he thought it was sufficiently established that the trust money was invested in the purchase of houses. He did not lose sight of the fact that the houses were purchased by George Bear in his own name; but there might be no particular harm in that, although it would have been better if the purchase had been made in the joint names of himself and Mrs. Emily Bear. There was no doubt that, in dealing with this trust property, he had acted throughout as if it were his own—a course that could not but be deprecated—and the best explanation that could be given was that he probably thought he was doing the best both for Mrs. Bear and himself, having regard to their relationship of husband and wife. They appeared to have trusted each other, but from beginning to end it must be admitted that there was a breach of trust on the part of George Bear. That being the state of things, and hearing of some tobacco that was for sale, George Bear was willing to become a purchaser, but not having sufficient money of his own, he applied to his bankers for an advance. He required £2,500, but the bankers would only make the advance upon the deposit of security, and he betrothed himself of depositing the deeds of the houses which had been bought with trust money and were trust property. Thereupon the £2,500 was advanced solely upon the security of the deposit of the title deeds. This was questioned, but at least one thing was certain, that the £2,500 would not have been advanced but for the deposit of the deeds. George Bear stated that, in the first instance, he drew a cheque for £2,000 upon the bank on February 28, 1871, which was paid in two notes of £1,000 each. Those notes were handed by him on the same day to Messrs. Bremner on account of moneys due to them for tobacco which had been purchased by him to the extent of £3,600. It was, therefore, clear that these two bank notes were earmarked as having gone to Messrs. Bremner in payment of a portion of that tobacco. Assuming that Mrs. Bear had then appeared upon the scene and stated to George Bear, "I understand you have been purchasing tobacco with money belonging to the trust estate, or that you have been depositing title deeds as security for an advance which you have invested in tobacco," could it have been denied that she would have been entitled to be recouped out of the tobacco purchased partly with trust moneys and partly out of the moneys of George Bear? The tobacco was undoubtedly impressed with a trust to the extent of the trust moneys that were used in its purchase. This view was supported by the decision of the Court of Appeal in *Hallett's case*, the Master of the Rolls remarking that the doctrines of equity were progressive, and had been enlarged in modern times. Upon the evidence it must be taken that the £2,000 had been sufficiently traced as having been paid out of the trust funds, and that a charge upon the tobacco was created in favour of Mrs. Bear. The tobacco being impressed with a trust, it was unnecessary to take into consideration the subsequent dealings between George Bear and the bankers. It did not make any difference whether the original advance of £2,500 had been paid off or not, if the title deeds were not redeemed and handed over to Mrs. Bear. The trust estate not having been recouped, the charge upon the tobacco remained in force. It was true that some of the tobacco had been dissipated, but the charge was created the moment the £2,000 was paid to Messrs. Bremner, in February, 1871. Mrs. Emily Bear had a charge upon the whole of it, and if some of the bales had been taken by George Bear out of the bulk, that would not prevent the charge continuing as to the residue. Mrs. Bear was the absolute owner at the present time of the tobacco, and it would not therefore be right to prevent her from dealing with it because some difficulty existed in earmarking a cheque for £500, as well as for the £2,000. Allegations of fraud were made, but his Honour did not con-

sider that they had been proved. It appeared that George Bear was very much pressed for money, and his wife noticed that he was worried. When he informed his solicitor, Mr. Turner, that he proposed handing over the tobacco to Messrs. Bremner, Mr. Turner said, "You must not do it, because it is Mrs. Bear's property." That was proper advice under the circumstances, and a delivery order being given to Mrs. Bear, she became absolutely entitled to the tobacco. His Honour then held that, except as to three bales which had not been purchased out of the trust money, the title of Mrs. Bear prevailed, and the motion for an injunction must be refused, with costs.

Solicitor for the trustee, *Marsh*.

Solicitor for the respondent, *Turner*.

April 13.—*Ex parte Cape, Re Bridge.*

Order confirming scheme of settlement of the bankrupt's affairs set aside upon proof that property of considerable value has been concealed from the creditors.

A creditor holding a charge upon such concealed property has no *locus standi* upon the trustee's application to set aside the scheme, and the court will not make any order by which his rights are protected.

This was an application by the trustee for an order to rescind an order made in April, 1877, confirming a scheme of arrangement of the bankrupt's affairs.

The bankrupt, William Bridge, an accountant, was adjudicated in March, 1875, and John Slater was appointed trustee of his property, and so continued until August, 1880, when he was removed from his office, and G. A. Cape was appointed trustee in his place. The bankrupt's debts amounted to about £1,200.

On the 20th of January, 1877, a meeting of creditors was held, at which resolutions were passed to the following effect:—

(1) To accept a composition of four shillings in the pound upon the debts proved and admitted in the bankruptcy, payable within fourteen days from the confirmation of the scheme by the court.

(2) That the composition be paid free from all costs, charges, and expenses.

(3) That the proper costs, charges, and expenses be paid by or on behalf of the bankrupt.

(4) That on payment of the composition of four shillings in the pound to the trustee, and upon the order of the court confirming the resolutions being made, the bankrupt or the trustee be authorized to make an application to annul the adjudication.

On the 14th of April, 1877, an application was made to the court to approve and confirm the resolutions, and such order was then granted upon affidavits of the bankrupt and Mr. Slater, in which no mention was made of any property recently acquired by the bankrupt under the will of S. A. Turner; and upon the report of the official assignee based thereon. The bankruptcy had never been annulled.

The trustee had since ascertained from the bankrupt, and it appeared from his deposition, that at the time of the confirmation of the resolution, the bankrupt and his then trustee were fully aware that the former had become entitled under the said will to property of considerable value, and that he was well able to pay more than 4s. in the pound. The acting trustee believed that the report of the official assignee was obtained by a concealment of the property belonging to the bankrupt, and that the consent of creditors was obtained in consequence of undue payments to the members of the committee of inspection and others, and by withholding the true value of the property, and by the total concealment of the bankrupt's interests under the wills of J. S. Bridge and J. H. Gibson. The aggregate value of the property not disclosed in the accounts was about £2,000.

S. Woolf, in support of the application, asked for an order similar to that granted in *Ex parte Jarvis, Re Spanton* (L. R. 10 Ch. D. 179). In that case the power of the court to make the order was assumed, and the only question which arose was as to the position of the creditors—whether or not they were remitted to their original rights.

Eady, for Mr. Tatham, a creditor who had advanced a sum of money upon a charge on the concealed property on the faith of the confirmation of resolutions by the court, asked that, if the court made any order, it should be without prejudice to his rights.

Woolf objected that *Eady* had no *locus standi* upon this application.

The Bankrupt.—The creditors assembled at the meeting were perfectly aware of the existence of the property and of its value.

Mr. REGISTRAR MURRAY said he thought the trustee was entitled to an order in the form granted in *Ex parte Jarvis*. The fact of the existence of the property was not brought to the notice of the creditors. The report of the official assignee had been made upon an affidavit by Slater, the late trustee, in which he swore by the card that there was no other property of the bankrupt appearing upon his statement of affairs, and that such property was so and so. Then the official assignee calculated the amount necessary for payment of the composition upon that statement, and he (the learned registrar) was perfectly convinced, upon the evidence, that unless the creditors were friends of the bankrupt, or creditors for small amounts only, they would not, if aware of the facts, so disregard their own interests as to take a composition of 4s. in the pound when the estate showed very much more. He had no hesitation, therefore, in saying that the resolution ought to be rescinded. In reference to Mr. Tatham's claim, he could not adjudicate upon it. Mr. Eady asked that an order might be made by which his interests would be protected, but he had obtained a charge upon the property, and he might enforce his security in the proper tribunal. His Honour thought it would give rise to great inconvenience and difficulty if orders were made "without prejudice"; that Mr. Eady had no *locus standi* upon this application; and that he must settle his rights as best he might.

Application granted.

Solicitors for the trustee, *Ashurst, Morris, Crisp, & Co.*
Solicitor for Mr. Tatham, *Blair*.

SOLICITORS' CASES.

QUEEN'S BENCH DIVISION.

(Sittings in *Banc*, before Lord COLERIDGE, C.J., and
FIELD, J.)

April 28.—*In the Matter of Mr. W. Talley.*

This was an application by Mr. William Talley to be restored to the rolls. He was admitted as a solicitor in 1852, and was in practice until 1875, when he was struck off the rolls, after having been convicted at the Old Bailey of having endeavoured to persuade one Lancaster not to give evidence against two soldiers, then committed for trial on a charge of felony.

The applicant appeared in person, and

Wills, Q.C. (with whom was Murray), was for the Incorporated Law Society.

Mr. Talley addressed the court at some length in support of his petition and read several affidavits, in one of which he stated that his conviction had been procured by a misconstruction of the evidence and a misrepresentation of the law, and the use of other corrupt and unlawful means.

Wills, in answer to a question of the court, said that the view that was taken by the Incorporated Law Society was that the applicant had been properly convicted of tampering with a witness. It was wholly immaterial that the persons who had been charged with the felony had at the trial been acquitted, or that there had been, if such had been the case, any irregularity in the proceedings against Mr. Talley.

Lord COLERIDGE, without calling upon the learned counsel to address the court, said that he was clearly of opinion that the petition must be dismissed. In 1878 a person had charged two soldiers with having committed an outrage upon him, and Mr. Talley had been retained to defend one of them. The applicant when so acting had offered the prosecutor a sum of money if he would withdraw from the prosecution. He had taken him to a public-house and induced him to sign a paper to the effect that he would so withdraw. Mr. Talley had then asked a solicitor to lend his name for a nominal prosecution, so that there might be an arrangement under which at the trial the case might be withdrawn. The solicitor to whom Mr. Talley had made his proposal had refused to be concerned in any way in any such transaction. In the

result, the applicant had been convicted, after a full trial, of attempting to tamper with the prosecution. He had, therefore, been found guilty of conduct utterly disgraceful to a professional man, and he clearly ought not to be restored to the rolls, as he had committed the offence in his character of an officer of the court, and had thereby disentitled himself to be any longer clothed with the exceptional privileges which the court gave to its officers. The court had arrived at that conclusion with deep regret, as it seemed hard to say that there should be offences for which no repentance could avail.

FIELD, J., concurred.—*Times*.

SOCIETIES.

LAW ASSOCIATION.

At the usual monthly meeting of the directors, held at the Hall of the Incorporated Law Society, on Thursday, the 5th inst., the following being present—viz.: Mr. Boodle (chairman), and Messrs. Burges, Collison, Cronin, Lucas, Styan, Sidney Smith, Sawtell, and A. B. Carpenter (Secretary)—a grant of £40 was made to two members' families, one new member was elected, and the ordinary general business was transacted.

SOLICITORS' BENEVOLENT ASSOCIATION.

The forty-sixth half-yearly general meeting of the members of this association was held at the Law Institute, Chancery-lane, London, on Wednesday, May 4, to receive from the board their report and balance-sheet for the past half-year, and to transact other general business.

Mr. PHILIP RICKMAN, the deputy-chairman of the board (in the unavoidable absence of Mr. John Lewis, of Wrexham, the chairman), presided.

Among other members present were the following:—Messrs. Walters, Pennington, Giraud, Hunter, Brook, Yeomans (Sheffield), Roscoe, Hedger, Smith, Pidcock (Woolwich), Kays, Wilkin (Wakefield), Morgan (Birmingham), Woolbert, Proundfoot, Kennedy, &c., &c.

The secretary having read the notice convening the meeting and the minutes of the previous half-yearly meeting, the report which follows, as printed and in the hands of the members present, was agreed to be taken as read:—"In conformity with the 16th rule of the association, the board of directors have the pleasure of reporting as to the progress and work of the association during the past half-year.

"Since their report was presented at Sheffield in October last eighty new members have been added to the association: and the aggregate number of solicitors in England and Wales now enrolled as members of the association is 2,645, of whom 985 are life, and 1,660 annual members. Forty-five life members are contributors also of annual subscriptions ranging from one to five guineas each.

"During the half-year the receipts of the association have amounted to £1,865 18s.

"The board have distributed during the same period in grants of assistance a sum of £923, of which £528 were applied in relief of members and their families, and £395 in relief of non-members and their families. In one case the large grant of £128 was made to enable a member to accomplish his wish of emigrating to Canada with his four children.

"A sum of £789 2s. 6d. has been invested during the half-year in the purchase of £300 Consols and £500 Reduced Three per Cent. Annuities, and the total funded capital of the association now consists of £9,000 Consols, £5,500 Reduced Three per Cent. Annuities, £19,000 India Four per Cent., £4,207 London and North-Western Railway Four per Cent. Perpetual Debenture Stock, and £250 London and St. Katherine Docks Four per Cent. Debenture Stock in all £37,957 stock, producing annual dividends amounting to £1,338.

"A balance of £238 1s. 6d. remained to the credit of the association with the Union Bank of London at the date of the closing of the half-yearly account (February 28 last), and a sum of £15 was in the hands of the secretary.

May 7, 1881.

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"An abstract of the accounts as audited is appended to this report."

"The board regret having to record the decease of a colleague, Mr. Frederick Barlow, of Cambridge, in whose stead as a director they have elected Mr. Thomas Musgrave Francis, of Cambridge."

"The annual festival of the association will be held this year under the presidency of her Majesty's Attorney-General, Sir Henry James, Q.C., M.P., at the Albion Tavern, Aldersgate-street, London, on Wednesday, the 22nd of June next, at seven o'clock p.m. The objects of this association being so useful and meritorious, the board venture to hope, not only that the president will be well supported at the festival, but that, through the kind and generous co-operation of their professional brethren throughout the kingdom, the result of the festival will be made beneficial to the interests of the association."

The DEPUTY-CHAIRMAN, in moving the adoption of the report, said he considered it satisfactory. It would be seen that the board had been enabled to give increased assistance where needed, during the past half-year, to members as well as non-members, and their families; and in one case of a member had given him so large a grant as £128, to assist him in emigrating to Canada with his family, where he hoped to do better.

Mr. WILLIAM MELMOTH WALTERS seconded the resolution, which was put, and carried unanimously.

Mr. R. H. GIRAUD moved, and Mr. J. W. PROUDFOOR seconded, a vote of thanks to the directors and auditors for their valuable services, which was unanimously agreed to; after which, a vote of thanks, moved by Mr. R. PENNINGTON, and seconded by Mr. F. T. WOOLBERT, was passed to the deputy-chairman, Mr. P. Rickman, for his kindness in presiding, which terminated the proceedings.

LAW STUDENTS' JOURNAL.

LAW STUDENTS' DEBATING SOCIETY.

Tuesday, April 26, 1881.—Mr. C. E. Barry in the chair.—The following question was appointed for the debate:—"Can a defendant who delivers a counter-claim for damages for breach of a contract recover damages accruing between the date of the writ and the delivery of the counter-claim?" Mr. F. J. Green opened the debate in the affirmative, and was followed by Mr. Spiers in the negative. The following members also spoke on the question:—Messrs. Bartlett, Kirk, Sargeant, Fox, and Carr. The president having summed up, the question was put to the meeting and decided in the affirmative by a majority of six votes.

Tuesday, May 3.—Mr. F. J. Green in the chair.—Mr. J. J. Hancock was elected a member. Mr. C. B. Grant opened in the affirmative the question for discussion, "Are the Government proposals as to Irish land reform satisfactory?"—and was followed on the negative side by Mr. J. A. Neale, B.A. The following members also spoke on the question:—Messrs. Bilney, Payne, Hurst, Bower, and Eisdell. The debate was ultimately, on the motion of Mr. Lloyd Jones, adjourned until next Tuesday, the 10th instant.

UNITED LAW STUDENTS' SOCIETY.

A meeting of this society was held on Monday, the 25th ult., at the Law Institution, Mr. A. D. MacLaren in the chair, when the following question was discussed:—"The promoters of a company make the usual arrangements with the vendors of the business which the company is to carry on, that a large proportion of the money represented in the prospectus as being paid for the purchase of the business shall in reality be given to the promoters. Of course, no mention of this is made in the prospectus. Is the prospectus in consequence fraudulent?"—*Sullivan v. Mitcalf*." The debate was opened by Mr. E. H. Quicke, and continued by Messrs. Gately, Dale, Hart, Parker, Jenks, Brown, and Wade. The question was then put to the meeting and determined in the affirmative by a majority of eight votes.

The usual weekly meeting of the society was held on Wednesday, the 27th ult., at Clement's-inn, Mr. C. K. Jackson in the chair. The motion on the paper, "That the

advantages of party government outweigh its disadvantages," was brought forward by Mr. C. Parsons, who was supported by Messrs. Le Breton, Newman, Robinson, and MacLaren, and opposed by Mr. Spence and Mr. Jackson (who vacated the chair *pro tempore*, being replaced by another member of the committee). The opener then replied, and upon a division the motion was carried by a majority of five votes.

A meeting of this society was held on Wednesday, the 4th inst., at Clement's-inn, Mr. Acland in the chair. The motion on the paper, "That the Government Land Bill satisfies the just demands of the Irish people," was brought forward by Mr. A. Trotter, who was supported by Messrs. Davies, MacLaren, Bateman Napier, and Robinson, and opposed by Messrs. Spence, Brown, King, and Derry. The opener being absent, Mr. Symes replied on his behalf, and upon a division the motion was carried by one vote.

The examiners for the Cookson Prize have awarded it to Mr. E. Jenks, and specially commended the essays bearing the mottoes "Gradatim" and "Fecimus et nos Hæc Juvenes."

Mr. Kains-Jackson will, at the meeting to be held on Wednesday, the 11th inst., read a paper entitled "Lord Beaconsfield," to be followed by a discussion.

BIRMINGHAM LAW STUDENTS' SOCIETY.

The 684th ordinary meeting of the Birmingham Law Students' Society was held in the Law Library, Bennetts' Hill, Birmingham, on Friday, the 22nd ult., T. A. Garland, Esq., in the chair. The minutes of the previous meeting having been read and confirmed, a debate took place on moot point No. 644:—"Would the judgment of the Court of Appeal in *Re Witherssea Brickworks* which decided that section 87 of the Bankruptcy Act, 1869 (which deprives execution creditors of the fruits of the execution where the sheriff has notice of a bankruptcy within fourteen days after sale) is not made applicable to the winding up of companies by the Judicature Act, 1875, s. 10, be sustained on appeal in the House of Lords?" The speakers on the affirmative were Messrs. Ludlow, Steere, and Hinds, and on the negative Messrs. Barber and Cochrane. After the opening speakers on either side had replied, the chairman summed up, and on the question being put to the meeting it was decided in the negative by a majority of two.

GRAY'S INN MOOT SOCIETY.

The first meeting of the above society for the current term was held in the Hall of Gray's-inn on Thursday, the 28th of April, when the following question was argued before Mr. F. A. Philbrick, Q.C.:—John Erickson, a natural-born Danish subject living at Copenhagen, married Mary Ritzau, and had issue one child Charlotte. Mary Erickson died, and John cohabited with her sister Jane, by whom he had a son Carl, and a daughter Blanche. In 1842, as he lawfully might by Danish law, he married Jane, and thereby legitimated Carl and Blanche. After the second marriage a son and daughter, Frederick and Christine, were born, and Jane, the mother, died. Erickson with the five children subsequently migrated to England, where he resided till his death. He had been naturalized as a British subject, and was domiciled at the time of his death in England. He left a will duly executed here, by which he devised his estate called Blackacre, in Surrey, to "his elder son" and his heirs, not specifying him by name. He also directed other English real estate to be sold, and the proceeds, with certain personalty, to be equally divided among all his "children." He died intestate as to other real estate situate in England, and left personalty undisposed of by will. (1) Does Carl take the real estate devised to the "elder son"? (2) Do Carl, Blanche, Frederick, and Christine or either of them, and which, take shares or a share in the fund to be divided among the "children" under the will? (3) Do they share in the personalty which their father left undisposed of? (4) Does Carl, Frederick, or Mary take the undivided realty?—Mr. S. H. Leonard, barrister, of Lincoln's-inn, and Mr. C. J. Rubie, of the Inner Temple, appeared for the children of Jane, the case for Charlotte being argued by Mr. E. Rundell Levey, barrister, of Gray's-inn, and Mr. Phillips, of the Middle Temple. At the close of the hearing the learned president in giving judgment decided the first

three questions in the affirmative and the fourth in favour of Charlotte. There was a large attendance of barristers and students from the several Inns, and Messrs. Wheelhouse, Griffith, and Brown, benchers of Gray's-inn, were also present.

The next meeting of the society will take place in the Hall of Gray's-inn, on Thursday, May 12, at eight p.m., under the presidency of Mr. J. Westlake, Q.C.

The following notice relative to the society has been issued by the secretaries, who will be happy to supply printed copies to any who may wish to have them:—The meetings of this society are held twice during each term in the Hall of Gray's-inn, at eight o'clock p.m. The object of the society is to afford to members of the Inns of Court opportunities of arguing moot points of law. The questions to be argued are proposed by eminent members of the profession; and the gentleman who proposes the question presides over the discussion, and gives judgment; the procedure adopted following as closely as possible the actual practice of the courts. No subscription or formal admission to the society is required; any member of an Inn of Court being at liberty to attend the meetings, notice of which is regularly screened in the halls and libraries of the several Inns. The undersigned will be glad to receive the names of any gentlemen who are willing to assist them in furthering the objects of the society: C. A. V. Conybeare, F. B. De M. Gibbons, and E. Robinson, the Library, Gray's-inn; E. H. Pickersgill, I.T., 13, King's Bench-walk; A. R. Ingpen, M.T., 7, Stone-buildings, Lincoln's-inn; A. A. Frankerd, L.L., 8, Fig Tree-court, Temple.

LEGAL APPOINTMENTS.

Mr. HENRY KEMP AVORY, solicitor, has been appointed Deputy-Clerk of Arraigns at the Central Criminal Court. Mr. Avory is the eldest son of Mr. Henry Avory, the late clerk of arraigns, and he was admitted a solicitor in 1871.

Mr. SAMUEL BROWN, solicitor (of the firm of Potter & Brown), of Rotherham, has been elected Town Clerk of that borough, in succession to Mr. George Wagstaffe Hodgkinson, deceased. Mr. Brown was admitted a solicitor in 1865. His firm are solicitors to the Rotherham Burial Board.

Mr. WILLIAM NICHOLS MARCY, solicitor, of Bewdley, has been appointed Clerk to the Conservators of Cleek Hill Common. Mr. Marcy was admitted a solicitor in 1834. He is clerk of the peace for Worcestershire, and clerk to the magistrates of the Cleobury Division of Shropshire, and he has served the office of mayor of Bewdley.

Mr. EUSTACE WILLIAM OWLES, solicitor, of 22, Chancery-lane, W.C., has been appointed a Commissioner to take the Acknowledgments of Married Women in and for the County of Middlesex, the Cities of London and Westminster, and the County of Kent.

Mr. WILLIAM EDWARD PERRAM, solicitor, of Bristol, has been appointed a Perpetual Commissioner for taking the Acknowledgments of Deeds by Married Women for Gloucestershire, and Somersetshire, and the City of Bristol.

Mr. EDWARD CLARE SEWELL, solicitor (of the firm of Sewell & Son), of Cirencester, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. JAMES STIRLING, barrister, who has been appointed by the Attorney-General to the office of Junior Equity Counsel to the Treasury, was educated at Trinity College, Cambridge, where he graduated as senior wrangler and first Smith's Prizeman in 1860. He was called to the bar, at Lincoln's-inn, in Michaelmas Term, 1862, and he practises in the Chancery Division.

Mr. JOHN WHITE, barrister, has been appointed Secretary to the Royal Commission of the Medical Acts. Mr. White was formerly a scholar of Balliol College, Oxford, where he graduated second class in *Litterae Humaniores* in 1862. He was afterwards elected a fellow of Queen's College, and he was called to the bar at Lincoln's-inn in Michaelmas Term, 1866. He is a member of the South-Eastern Circuit.

DISSOLUTIONS OF PARTNERSHIPS.

THOMAS ROGERS AND WALTER JOHN BRAIN, Reading, solicitors (Rogers & Brain). April 9.

[*Gazette*, April 29, 1881.]

JOHN BATTYE AND JOHN SAMUEL ELLIOTT, Birstal, Yorks, solicitors (Battye & Elliott). April 30.

[*Gazette*, May 3, 1881.]

COMPANIES.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CARRIAGE CO-OPERATIVE SUPPLY ASSOCIATION, LIMITED.—By an order made by the M.R., dated April 22, it was ordered that the association be wound up. Purser, Fenchurch st, solicitor for the petitioners.

PROVINCE OF BRESCIA STEAM TRAMWAY COMPANY, LIMITED.—Petition for winding up, presented April 26, directed to be heard before the M.R. on May 7. Silberberg, Cornhill, petitioner in person.

[*Gazette*, Apr. 29.]

CARRIAGE CO-OPERATIVE SUPPLY ASSOCIATION, LIMITED.—The M.R. has by an order dated April 5, appointed Alfred Audrey Broad, 35, Walbrook, to be provisional liquidator.

COFFEE PUBLIC HOUSES NATIONAL SOCIETY, LIMITED.—Petition for winding up, presented May 2, directed to be heard before Hall, V.C., on May 13. Girlestone, Albany Court yard, solicitor for the petitioner.

DARLINGTON BREWERY COMPANY, LIMITED.—Creditors are required on or before May 31 to send their names and addresses and the particulars of their debts or claims to William Augustine Spain, 1, Gresham bldgs, Basinghall st. June 14 at 11 is appointed for hearing and adjudicating upon the debts and claims.

ELECTRIC AND MAGNETIC COMPANY, LIMITED.—Petition for voluntary winding up, presented April 28, directed to be heard before Fry, J., on May 13. Campbell and Co., Warwick st, Regent st, solicitors for the petitioners.

ROGERS' SOCIETY, LIMITED.—The M.R. has by an order, dated March 22, appointed Arthur James Hill, 1, Finsbury circus, to be official liquidator.

[*Gazette*, May 3.]

COUNTY PALATINE OF LANCASTER.

HIGHER EXAM BREWERY COMPANY, LIMITED.—The V.C. has fixed May 12 at 10.30 at the office of the district registrar, Municipal bldgs, Dale st, Liverpool, for the appointment of two liquidators.

[*Gazette*, Apr. 29.]

OBITUARY.

MR. RICHARD WARD NICHOLSON.

Mr. Richard Ward Nicholson, solicitor, town clerk of Ripon, died at that place on the 28th ult., after a long illness. Mr. Nicholson was the son of Mr. Richard Nicholson, solicitor. He was born in 1823, and was admitted a solicitor in 1853, and shortly afterwards on his father's death he was elected town clerk of the city of Ripon, which office he held until his death. In his official capacity he had rendered very valuable service to the borough. He carried out the acquisition by the corporation of the Gas-Works, and he also prepared the new bye-laws. He was a perpetual commissioner for the West Riding of Yorkshire, and he had a very extensive private practice. On the issue of a separate commission of the peace for the city of Ripon he was selected as the first clerk to the borough magistrates, and he was (till last year) clerk to the county magistrates, and to the magistrates of the liberty of Ripon. He was also for many years clerk to the trustees of the Ripon and Harrogate Turnpike Roads, to the governors of the Ripon Grammar School, and to the Borough Charity Trustees. Mr. Nicholson was unmarried. He was buried on the 3rd inst., at Trinity Church, Ripon.

MR. ROBERT HEYSHAM MOUNSEY.

Mr. Robert Heysham Mounsey, solicitor and notary, of Carlisle, died at his residence, Castletown, Cumberland, on the 25th ult. The deceased was the eldest son of the late Mr. George Gill Mounsey, solicitor, many years secretary to the Bishop of Carlisle, and district registrar of the Court of Probate. He was born in 1828 and was admitted a solicitor in 1854. Shortly afterwards he went into partnership with his father and with his brother, Mr. John Giles Mounsey, and he practised at Carlisle until his death. Mr. Mounsey had a very large private practice. He was a notary public, and he was also (jointly with his brother) secretary to the Bishop of Carlisle. He was also registrar of the diocese of Carlisle, and of the archdeaconries of Carlisle and Westmoreland.

CREDITORS' CLAIMS.

CREDITORS UNDER 22 & 23 VICT. CAP. 25.
LAST DAY OF CLAIM.

ASHMORE, CHARLES, Granville pl., Portman sq, General H.M.'s Army. June 20. Crozier and Son, Dublin
BATES, GEORGE WILLIAM, Ipswich, Suffolk, Gunmaker. June 1 Cobbold and Co, Ipswich
BARLOW, CHARLES FALCONER JAMES, Ingatesstone, Essex, a Clerk in the Bank of England. June 24. Wren, Fenchurch st
BATTISCOMBE, REV. ROBERT SAMUEL, Barkway, Hertford. July 1. Lucas and Son, Fenchurch st
BENJAMIN, JOHN CHRISTIAN, Ampthill sq, Gentleman. June 13. Barber, Old Jewry
BUTTERY, FRANCIS, Great Steeping, Lincoln, Gentleman. June 30. Alison and Alison, Louth
CAULFIELD, EDWIN TOBY, Lansdowne, Bath, a Commander in the Royal Navy. June 7. Wood and Co, Raymond buildings, Gray's Inn
COFLAND, JAMES, Wigan, Lancaster, Gentleman. June 10. Scott and Ellis, Wigan
CORNICK, HENRY, Lawn rd, Hampstead, Ironmonger. May 31. Cornick, Hampstead
CORRIE, WILLIAM, Cleveland sq, Hyde pk, Esq. July 1. Cooke, New inn, Strand
COUETTAULD, SAMUEL, Halstead, Essex, Esq. June 19. Janson and Co, Finsbury circus
CRACE, CHARLES NAPOLEON, Cheshunt, Herts. June 10. Makinson and Carpenter, Devereux ct, Temple
CHESSWELL, HENRY RICHARD, Lewisham, Kent, Gent. June 1. Warmington, Gresham buildings, Basinghall st
CROSS, THOMAS, Cardiff, Glamorgan, Iron Merchant. June 15. Heard, Cardiff
DODD, HENRY, Kendal, Westmoreland, Butcher. June 13. Thomson and Wilson, Kendal
FORTUNE, ALICE PLANT, Liverpool. June 20. Miller and Co, Liverpool
FORTUNE, JOHN, the younger, Liverpool, Civil Engineer. June 20. Miller and Co, Liverpool
GATES, JAMES, Cranham, Essex, Yeoman. July 1. Haynes and Clifton, Romford
GREEN, WILLIAM, Gloucester rd, Kensington, Greengrocer. July 1. Sheepheard and Sons, King st, Kensington
GRIFFITHS, LLEWELLYN, Lantwit juxta Neath, Glamorgan, Gent. May 31. Curtis, Neath
HAINES, JOHN, Addison rd, Kensington, Gent. June 24. Tatton, Lower Phillimore pl, Kensington
HARRISON, JOHN, Eccles, Lancaster, Gent. June 10. Fox, Manchester
HILL, ANN, Robert st, Chelsea. May 31. Mead and Sons, Jermyn st, Saint James's
HODGKINSON, GEORGE WAGSTAFFE, Rotherham, York, Solicitor. June 30. Pashley, Rotherham
HOGARTH, WILLIAM, Scotwood, Northumberland, Paper Manufacturer. May 31. Allan and Davies, Newcastle
JONES, HUGH, Liverpool, Draper. June 13. Miller and Co, Liverpool
JORDAN, GUSTAVUS, Luton, Bedford, Accountant. June 1. Cooke, Luton
JOY, JOHN WILLIAM, Knaresborough, York, Wool Rug Manufacturer. May 25. Ibberson, Westgate
KINGDON, JOHN, Monkton Hadley, Gent. June 1. George, Barnet
KINGZETT, MARY ANN, Shipston on Stour, Worcester. May 28. Hancock and Hiron, Shipston on Stour
LEONNOX, WILLIAM PITTS, Hans pl, Brompton. June 30. Masterman and Co, New Broad st
LEVICK, GEORGE, West Ham, Essex, Surgeon. June 21. Curtis, Union ct, Old Broad st
MILLS, JOSEPH, Salford, Lancaster, Cotton Doubler. May 31. Leigh, Manchester
MOON, JAMES, Kingston on Thames Veterinary Surgeon. June 10. Shettard, Lincoln's Inn fields
NEWBROUGH, ANN, Barnsley, York. May 31. Pashley, Rotherham
NICHOLSON, WALTER HARNESSE, Swansea, Shipowner. May 31. Mead and Sons, Jermyn st, St James's
PARKER, PHIGEON, Worksop, Nottingham. June 30. Holding and Beever, Worksop
PEMBER, JOHN EDWARD ROSS, Woodfield Lodge, Streatham, Esq. June 15. Drucers and Co, Billiter sq
PENNY, ISAAC, Liscard, Chester, Esq. June 20. Miller and Co, Liverpool
PICKWORTH, FRANCIS, Surfleet, Lincoln, Farmer. June 1. Wiles and Smith, Horbling
PUCKEY, WILLIAM, Manchester, Tailor. May 31. Leigh, Manchester
RENDALL, WILLIAM, Bristol, Lodging House Keeper. June 27. Gwynn and Co, Bristol
RICHMOND, JOHN WHEAT, Clunes, Talbot, in the Colony of Victoria, Mining Manager. Dec 31. Rendall, South sq, Gray's Inn
RIGG, HUGH, Crossrigg Hall, Westmoreland, a Lieutenant-Colonel on the Retired List of the Madras Army. June 24. Brundrett and Co, King's Bench Walk, Temple, London
SARGENT, ROBERT, Kingston upon Hull, Merchant. June 4. Leak and Co, Hull
SMITH, AUGUSTUS FREDERICK, Cornwall rd, Westbourne pk, Esq. June 30. Masterman and Co, New Broad st
SMITH, MARY, Great College st, Camden Town. May 31. Gush and Phillips, Finsbury circus
SPENCER, RICHARD, Ockbrook, Derby, Farmer. June 6. Sale and Mills, Derby
TAYLOR, WILLIAM, Seven Sisters' road, Islington, Gent. May 21. McDiarmid and Teather, Newman's ct, Cornhill
TUCKER, ELIZABETH, Saint Leonard, Exeter. June 16. Truscott, Exeter

VICKERY, BENJAMIN, Bishopsgate st, Gent. June 1. Mason, Gresham st
WAGSTAFF, HANNAH, Chipping Barnet, Hertford. June 1. George, Barnet
WARD, HORATIO NELSON, Woodridings, Pinner. May 27. Senior and Co, New inn, Strand
WELLS, CHARLES, Brighton, Tea Dealer. June 1. Stuckey and Co, Brighton
WHITE, EMILY, Hyde pk gate, South Kensington. June 1. Baker and Nairne, Crosby sq
WORTHINGTON, HANNAH, Abbey, Burslem, Stafford. June 14. Coopers, Newcastle under Lyme

[Gazette Apr. 26.]

LEGISLATION OF THE WEEK.

HOUSE OF COMMONS.

APRIL 28.—BILLS READ A THIRD TIME.

PRIVATE BILLS.—Alnwick Gas, Aylesbury and Rickmansworth Railway, Burton-upon-Trent (Station-street Extension) Railway, Lancashire County Justices, Leicester Improvement, Swansons Corporation Loans. Inland Revenue Buildings.

APRIL 29.—BILL READ A SECOND TIME.

Customs and Inland Revenue.

BILL READ A THIRD TIME.

PRIVATE BILL.—Leeds Tramways.

MAY 2.—BILL IN COMMITTEE.

Alkali Works Regulation.

BILLS READ A THIRD TIME.

PRIVATE BILLS.—Furness Railway, London and North-Western and Midland Railways (Market Harborough), Midland Railway, Milford Haven Docks and Railway, and Rotherham and Bawtry Railway.

Local Government Provisional Orders (Bath, &c.), Local Government Provisional Order (Poor Law), Local Government (Highways) Provisional Order (York).

MAY 3.—BILLS READ A THIRD TIME.

PRIVATE BILLS.—Barrow-in-Furness Corporation, Gosport-street Tramways (Extension), Great Western Railway, Watford and Rickmansworth Railway, West Lancashire Railway.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	COURT OF APPEAL.	MASTER OF THE ROLLS.	V. C. BACON.
Monday, May 9	Mr. King	Mr. Teesdale	Mr. Jackson
Tuesday..... 10	Mervilale	Farrer	Cobby
Wednesday.... 11	King	Teesdale	Jackson
Thursday..... 12	Mervilale	Farrer	Cobby
Friday..... 13	King	Teesdale	Jackson
Saturday..... 14	Mervilale	Farrer	Cobby
V. C. HALL.			
Monday, May 9	Mr. Koe	Mr. Latham	Mr. Pemberton
Tuesday..... 10	Clowes	Leach	Ward
Wednesday.... 11	Koe	Latham	Pemberton
Thursday.... 12	Clowes	Leach	Ward
Friday..... 13	Koe	Latham	Pemberton
Saturday..... 14	Clowes	Leach	Ward

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.—ORDER OF COURT.

Saturday, the 30th day of April, 1881.

Whereas, from the present state of the business before the Master of the Rolls and Mr. Justice Kay respectively, it is expedient that a portion of the causes assigned to the Master of the Rolls, and now standing for trial or hearing before his lordship, should for the purpose of trial or hearing be transferred to Mr. Justice Kay; Now I, the Right Honorable Roundell Baron Selborne, Lord High Chancellor of Great Britain, do hereby order that

the several causes set forth in the schedule hereto be accordingly transferred from the Master of the Rolls to Mr. Justice Kay for the purpose only of trial or hearing, and be marked in the cause-books accordingly. And this order is to be drawn up by the registrar and set up in the several offices of the Chancery Division of the High Court of Justice.

SCHEDULE.

From the Master of the Rolls' Cause Book.

Sanders v Fox act wits 1880 S 3,185
 Banner v Berridge act wits 1880 B 167
 Pratt v Pratt act wits 1881 P 121
 Shardlow v Cotterell act wits 1880 S 1,707
 In re Trimnell, decd, Trimnell v Shaw act wits & m f j 1880 T 1,369
 Were v Blair act wits 1878 W 270
 Madew v Rolls act wits & m f j 1880 M 270
 Daw v Cooke act wits & m f j 1880 D 2,051
 Nathan v Elkan act wits 1880 N 808
 Bostock v Venables act wits 1880 B 3,948
 Hart v Hart act wits 1880 H 3,258
 Bell v Stenteford act wits 1880 B 4,932
 Parish v Hogg act wits 1880 P 3,666
 The Western Brelian Telegraph Co v Bibby act wits & m f j 1880 W 1,557
 Perks v Hall act wits 1880 P 0,529
 Johns v Graham act wits 1880 J 509
 Pawsey v Armstrong act wits 1881 P 50
 Thompson v Hooker act wits 1880 T 1,182
 Dennistoun v Kough act wits 1875 D 123
 Geoghegan v Closer act wits 1880 G 0,204
 Tasker v Attenborough act wits 1880 T 1,613
 In re Brittlebank, decd, Coates v Brittlebank act wits 1880 B 2,757
 Skeet v Whiteley act wits (Huddersfield) 1880 S 262
 The London & South-Western Ry Co v Gomm act wits 1880 L 2,295
 Longley v Mayor & Corporation of Southampton act wits 1879 L 180
 Carter v Rolfe act wits 1880 C 2,602
 Eader v Starbuck Car & Wagon Co act wits 1880 E 411
 The Yorkshire Railway Wagon Co v The Great Western Railway Co act wits 1880 Y 02
 The Yorkshire Railway Co v Maclare act wits 1880 Y 02
 In re Balderston, decd, Balderston v Rannard act wits and motn for judgt 1880 B 42
 Bush v Needham act wits and motn for judgt 1880 B 2,655
 Moxon v King act wits 1880 M 1,412
 Thorp v Simpson act wits and motn for judgt 1880 T 0,146
 Goddard v Jeffreys act wits 1881 G 326
 Hood v Newby act, wits 1880 H 1,838
 Hall v The New Sedgwick Gunpowder Co limd act wits 1880 H 1,857
 Brown v Stevens act wits 1880 H 3,051
 Cooke v Nisbet act wits 1881 R 41
 Jones v Jones act wits 1881 J 1,011
 Stevens v Walker act wits 1880 S 01,397
 Heywood v Mansell act wits 1881 H 317
 Bartlett v Pain act wits 1880 B 4,421; Reading v Pain act wits 1880 R 1,846; Welchman v Pain act wits 1880 W 3,300; Clarke v Pain act wits 1880 C 3,177
 Worsley v Levy act wits 1880 W 3,562
 In re Bon's Estate, B:ns v Elford act wits 1878 B 173
 Turner v Green act wits 1880 T 0,423
 Tyler v Jennings act wits 1881 T 497
 Parker v White act wits 1880 P 0,596
 Wreford v Jackson act wits 1880 W 1,327
 Jones v Jones act wits 1881 J 280
 Attorney-General v Leage act wits 1879 A 199

SELBORNE, C.

QUEEN'S BENCH DIVISION.

MIDDLESEX.—EASTER SITTING, 1881.

This List contains all Actions entered in the Queen's Bench Division, in which Notice of Trial has been given, and also all Actions in the Chancery Division, in which Notice has been given of Trial before a Judge and Jury; up to and including 27th April, 1881.

The Actions which have been entered but for various reasons are at present not ready for Trial are omitted from this List. Such of

them as become ready during the present Sitting will be inserted as nearly as possible in their original positions.

LIST OF ACTIONS FOR TRIAL.

- 1 Cambensy (M Webb and Son) v Cassell and ors (Ashurst, M and Co) SJ
- 2 Pepperell (G M Cooke) v Simpkin, Marshall and Co (Day and C)
- 3 Boubee Freres (Plunkett and L) v Botto (Lousada and E)
- 4 Fitch and anr (G E Kaye and Co) v Lister (C T Foster)
- 5 Tippins (G Crafter) v Budden (Stoddard and W)
- 6 Redman (Woman and Sons) v Gamble (Lewis and L)
- 7 Marin (W B Brook) v Dunn (A T Hewitt) without jury
- 8 Flower and ors (Flower and N) v Palmer and anr (Hubbard, Son and R)
- 9 Sandeman (Harrison, B and H) v Harrison and ors (W Rawlins)
- 10 Sharkey (Scott and Co) v Hudson (J Payne)
- 11 Stutchbury (R Chandler) v Anning (Keene, M and B)
- 12 Cuyas (Tilceard and Co) v Mac Andrew (Kearsey, Son and H) SJ
- 13 Sadler and ors (Chappell, Son and G) v Nangle (Vullance and V)
- 14 Knight (W and A R Ford) v Yates and Co (G Thompson) SJ
- 15 Jackson and ors (Hedges and B) v Fletcher and ors (Walker, B and Co; W W Wynne; Parkerump and Co)
- 16 Daws (B Hutchinson) v London Gen Omnibus Co ld (Harries, W and R) SJ
- 17 Plummer (Same) v Same (Same) SJ
- 18 Fajkmajer (Norton, R and Co) v Fothergill and anr (Hollams, Son and Co; Field, R and Co) SJ
- 19 Skerne (Cooke, Collis and S) v Hastic (A Barker)
- 20 Cockx (T W Buckler) v Gaber (Thompson and W)
- 21 Allen (Wilkinson and D) v Rendle (Dubois and R) SJ
- 22 Popes (Collins and W) v The Wanzer Sewing Machine Co limd (Lyme and H)
- 23 Candler (Austen, De Gex and Co) v Maitland (J S Fowler)
- 24 Robertson (W O Reader) v Great Northern Ry Co (Nelson, B and N) SJ
- 25 Mason (F Needham) v Elmslie and ors (In Person)
- 26 Cator (A R Barbour) v Patton, junr and Co (J Mc Darmid) SJ
- 27 Vestry of Paddington (J H Horton) v Great Western Ry Co (R E Nelson)
- 28 Henson Street Paving Co limd (Campbell, R and H) v North Met Tramways Co (H C Godfray) SJ
- 29 Sharkey (Argles, B and A) v Carter (H F Fryer)
- 30 Webber (Jarvis and T) v L B and S C Ry Co (Norton, R and Co) SJ
- 31 Tower (Norris, A and C) v Mortlock and Co (Smith and Sons)
- 32 Tuck (H W Cattlin) v Drinkwater (F G Gorton)
- 33 Dyer (Cooper and R) v Bruckman and anr, execs of Conyngham (J H Lydon)
- 34 Wiggett (R G Chipperfield) v Hodder (Whittakers and W) postponed SJ
- 35 Markwick (Boyce and R) v Local Board of Health for the District of Worthing (J Hands) SJ
- 36 Murr (H B Dunn) v Lord Dunraven (W C Hall) SJ
- 37 Norman (E Thrower) v Dixon (H C Coote)
- 38 Lawson (Cooper and R) v L B and S C Ry Co (Norton, R and Co)
- 39 Toppin (S Toppin) v Harper and ors (In Person)
- 40 Wilberforce (Nisbet, R and D) v Philip (Lewis and L) SJ
- 41 Fleming (Janson, C and P) v Henderson (Dawes and Son) SJ
- 42 Sievers (Cooke, Collis and Co) v Adelmann (Bolton, R and B) SJ
- 43 Gynne and anr (G H Terrell) v Knowles and anr (Johnson, Upton and Co) SJ
- 44 Van Wagner (W Stuart) v Appleton (Foss and L)
- 45 Inman (A Toovey) v Head (W O Reader) without jury Stayed
- 46 Rosenberg (H Sydney) v N Metropolitan Tram Co (H C Godfray) SJ
- 47 Wicks (J Cotton) v Palmer (J R Macarthur)
- 48 Smith (Dubois and Reid) v Button and White (Purkis and P)
- 49 Sandes (J A Talbot) v Johnstone and ors (F G Gorton)
- 50 Brightman (G L P Eyre and Co) v Copland (T Sissey)
- 51 Gillett (Wyatt and B) v Podmore and anr (W B Harte) SJ
- 52 Hand and anr (E Kennedy) v Quinn (J P Biggenden)
- 53 Green and ors (W Young) v O'Brien and ors (Wynne, B and R)
- 54 Johnson (Wyatt and B) v Leppard and anr (T C Russel)
- 55 Same (Same) v Same (Same)
- 56 Wilson and McLay, trustees, &c, and J J Dorman (H Holland) v Maisey (R Chapman)
- 57 White (E Kimber) v South Eastern Ry Co (W R Stevens) SJ
- 58 Smith and ors (Tucker, B and L) v Henderson, trading, &c (Munnis and L)
- 59 James (Jas Davis) v Russell (King and D) SJ
- 60 Griffiths (G and W Webb) v Steel (Carey, W and De P) SJ
- 61 Same (Same) v Hallowsay (Same) SJ
- 62 Letts and anr (J Webb) v Morehead (W F Stokes)
- 63 Cruckshank (Wyatt and B) v Knight (O C Ward)
- 64 Willett (Wontner and S) v Woolston and anr (W Maynard)
- 65 Roche (Bailey, Shaw and S) v Fitzgibbon (Harting and Son)
- 66 Smith and anr (Robinson, Son and E) v Corkery and ors (Carey, W and De P) Stayed
- 67 Horner (Digby and T) v Fisher (Whites, R and Co)
- 68 Great Northern Ry Co (Nelson, Barr and L) v Shaw and anr (Elmslie, F and S) SJ
- 69 Moses (J Grayston) v Isaac (Lewis and L)
- 70 Vernon and ors (Cunliffe, B and D) v Townley and ors (Saffery and H) SJ
- 71 Clark (F Heritage and Co) v Williams (W R Philip)
- 72 Compton (Taylor, Son and H) v Preston (In Person)
- 73 Compton and Son (Same) v Same (Same)
- 74 Knott (Plunkett and L) v Blofield (H S Hubbard)
- 75 The Queen (Gowing and Co) v Hogbin (Wontner and Sons) SJ
- 76 Same (Same) v Same and anr (Same) SJ
- 77 Buckley (W L O'Neill) v Hopkins (Chinery, A and C)
- 78 Same (Same) v United Assurance Society and ors (Same)
- 79 Smith and anr (H Smith) v Jones (Clarke, W and R)

May 7, 1881.

THE SOLICITORS' JOURNAL.

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Isaacson (King and Mc M) v Dent (Capron, D H and B)
 Baker (W H Hargrave) v Mundon (J H Shakespeare)
 Freemantle and anr (Ford, L and B) v Guthiel (H Staniland)
 Banes (Preston and Co) v Ayres (Lewis and Sons) without jury
 Covell (G H Finch) v Dunn (H A Edgar)
 Vickers, ex-trix &c (R Moore) v Lowther (W F Morris)
 Millen (Wilson, B and C) v Brasch and anr (Goldberg and L)
 Aveling (Same) v Green and Sons (Torr, J, T and G) SJ stayed
 Ridge (Denton, H and F) v O'Sullivan and anr (Lewis and L)
 Evans and anr (F C Tudor) v Carte (Beyton and B)
 Stevens (Kisch, Son and H) v Horne (Barton and P)
 Mayes and anr (Yarde and L) v Smith (W R Preston)
 Pryor (Scott and B) v Cane (Sorell and Son)
 Hughes and anr (Berry and B) v Welch (Ford and F)
 Stinchcombe (H H Myers) v Raines (Shaw and T)
 Walmsley and anr (Lumley and L) v Perth and anr (W H Smith)
 Kaye (G E Carpenter) v Hamilton (Lethbridge and Son)
 Whitechurch (Mead and Sons) v Alder (G R Harrison)
 Thornton and anr (W Maynard) v Snook (Jas Gray)
 Dempster (Walker, B and W) v Harvey (Jos Scott)
 Hadley (Walter, Jarvis and T) v Lowther (Jas Davis)
 Taylor (Layton, Son and L) v Blyth and anr (F R Wright) SJ
 Townsend (Cooke, Collis and S) v James (Garrard, J and W)
 Collier (Keene, M and B) v Driscoll (J R Baron)
 Robinson and ors (Matthews and G) v Saunders and ors (Saunders, H and B)
 Payne (Peacock and G) v Keevil (Robinson, P and S) SJ
 Curtis (Dalton and Jessey) v Scholes (Linklater and Co)
 King and Co (Eardley, Holt and R) v Jackson (In Person) SJ
 Frankish and anr (W G Buchanan) v Strousberg (Campbell, R and H)
 Hill and Wife (W F Stokes) v Mapleson (J and R Gol)
 Coote (In Person) v Hudson (Jennings, W and B)
 Histed (D E Langham) v Woolton and anr (W Maynard)
 Levy (Radcliffe, C and M) v Benjamin (Heath, P and B)
 Chapman (J G Joyce) v Green (Peace and Co) without jury
 Mears (G F Parker and Co) v Syer (T C Russell)
 Ruthven (Keene, M and B) v Wade (W W Wynne and Son)
 Jay (D Wade) v Noble (H G Smith)
 Shrimpton (Same) v London Tram Co Id (J O Jacobs)
 Allen (Walker, B and W) v Truefitt (Lewis and L) SJ
 Moore (Smith, F and L) v Wallis (Sewell and E)
 Damit (Wild, B and W) v Haselcup (J Grot)
 Wilson (Nash and F) v Poole and Murrow (T W Rogers; Keene, M and B)
 Gudgin (S Bettley and Co) v Simpson and ors (J T Heppell)
 Smythe and Co (W G Morris) v Gray (J T Davis)
 (To be continued.)

QUEEN'S BENCH DIVISION.
LONDON.—HILARY SITTING, 1881.

(Continued from page 457.)

Clarke (H J Manning) v Baitor (Kearsey, Son and H)
 Kimpton (H Montagu) v Byrnes (J E Coxwell)
 Curwen (Field, R and Co) v Newport (Alexandra) Dock Co (Bircham and Co) SJ
 Firmin and anr (Mercer and M) v Paul (Phelps, S and B)
 Rolland, Liquidator, &c (W A Crump and Son) v G and R Bennet (Same) SJ
 Fraser (Plews, I and H) v Morris (W Crook)
 Kartland (J H Grant) Passenger (R Chandler)
 Meing (Hughes H B and T) v Stringer and Co (Pritchard and Sons)
 Fern, Barker and Bickley (T D Pettiver) v Pilbrow (Woodfin and W)
 Liebmann (Goldberg and L) v Proprietors of Hay's Wharf (Arkell and C)
 Parkinson (Harper, B and B) v Howell (R and A Russell)
 Gowen (H J Mannings) v Crump (H Holland)
 Meyer (W A Crump and Son) v Waller (Walker, B and W)
 Dunham and ors (Stibbard, G and Co) v Bowring and Co (Parker and Co) SJ
 Williams (Wolferstan, A and J) v Preston (W R Preston)
 Mayor, &c, of Bedford (Ullithorne, C and V) v Brown, Ley and M SJ
 Currie and Co (Stibbard, G and Co) v Douglas and Co (W Beck)
 The Hoerder Bergwerksverein (W A Crump and Son) v Naylor, Benzoni and Co (G M Clements) SJ
 Hopkins (Bolton, Smith and Co) v Buckland (West, K A and Co)
 Trier and anr (S A Rice) v Southwark and Vauxhall Water Co (Lanfear and S) SJ
 Lever (Davidson and M) v Jackson (E Hughes)
 Graham (A W Mills) v British Equitable Assurance Co (H Gover)
 Calrow (W Crook) v Farnan (Glynes, Son and C)
 Essex (R H Ward) v London Tram Co, Id (J O Jacobs) SJ
 Browne (Bottrell and R) v Watts, Ward and Co (Flux, Slade and Co)
 Judkins, Connerton and Son (Stibbard, G and Co) v Patton and Vickers (Lowless and Co) SJ
 Watson (C F B Birchall) v Rose-Innes and Son (In Person)
 Lacy (H T Ives) v D'Epineuil (Canfield, B and D) SJ
 United Kingdom Mutual Steam Ship Assurance Assoc, Id (Parker and Co) v Blythe and anr (Robinson and E) without jury
 Mc Isaac (Vallance and V) v Jay (Murns and L) SJ
 Wisdom and Warter (T Allingham) v Hayes (G M Cooke)
 Raston (Plews, I and H) v The Agricultural Press Co, Id (G S Gibb)
 Lovering, trustee, &c (J Nicholls) v Peters (J R Chidley)
 Passman (G Tyrell) v Foster (Champion and Co) (consolidated with 238)
 Long (H Staniland) v Comber (J Cornford) SJ
 Garel (Ashurst, M, C and Co) v Bernard (E Lee)
 Beeton (Field, B and Co) v Bunn and anr (C E Lacy)
 Armstrong (A Lewis) v Bradbury and Co, Id, and Testor (C Mossop)

Prudot (Pyke and M) v Forestean (E B Tattershall) Stayed
 Forestean (E B Tattershall) v Prudot (Pyke and M)
 Maspons and Hermano (Waltons, B and W) v Mildred, Goyeneche and Co (Freshfields and W) SJ
 Murieta (Same) v White (C F B Birchall) SJ
 Knight (H Aird) v Saul (W J Milton)
 Pope and anr (H Montagu) v Yeomans (Collette and C)
 Harris (Robinson, P and S) v Clarke (H H Wells)
 Hills (G Brett) v Mitchell (T Beard and Sons)
 Bailey and Leetham (Rillit and Sons) v Lamplough and anr (Satchell and C) SJ
 Same (Same) v Matthews (Same) SJ
 Lambe and Co, Id (G Lockyer) v Rogers and anr (F Bradley)
 Gant (Houlders) v Hookway and anr (Armstrong and L) SJ
 Moon (Lunney and L) v Coho (S Toppin)
 Harnett, Horry and Co (Hollams, Son and C) v Palmer's Shipbuilding and Iron Co, Id (G M Clements) SJ
 Raymond and Reid (Mercer and M) v Robert Bell and Co, (Maples, T and Co) SJ
 Gilroe (Bell, Brodrick and G) v Powells Duffryn Steam Coal Co, Id (Ullithorne, C and V) SJ
 Lawrence, Weaver and Co (Hollams, Son and C) v Maltby (E P James)
 Lightbody (Lumley and L) v Bignold (Beyfus and B)
 Day (B H Ward) v Kitchen and Co (Hicklin and W)
 Larmouth (P W and H Hilbury) v Burton (L Hand)
 Haines (W Rawlins) v The Carsington Gas and Coke Co (Bell, Brodrick and G)
 Schwartz (Hollams, Son and C) v The West Hartlepool Steam Navigation Co (H C Coote)
 Eldridge and anr (Wellborne and Son) v Brown, trading, &c (G R Harrison)
 Heather and anr (H G Heather) v Coppin (Miller and V)
 Ross and Co (F Bradley) v Barber (W H Hughes)
 Stewart Bros (Kearsey, Son and H) v Hartwell (J Rae)
 Cartwright (G Castle) v Guerrier (Hollams, Son and C)
 Bowker and King (Robert Greening) v Salomon and Co (Same)
 Mercantile Mutual Marine Inc Association, Id (Greenop and Sons) v Wilkinson (Bottrell and R) stayed
 Hopcraft and Co (J Rae) v Hathorn (E H Smith)
 Streiff (Markby, S and Co) v Henry Guche and Co (Plunkett and L) without jury
 Davies and ors (Miller and Miller) v Nutt (C Mallam)
 Fairhurst (J Seely) v Talbot (Digby and Jones)
 Reubens and Wife (Fucker, B and L) v Bradley, sued, &c (C E Preston)
 Brough (J W Marsh) v Brough (J E Smith)
 Rowney (Wild, B and W) v Stein Brothers (Ellis and Crossfield)
 Hooper (Stocken and J) v Woodall and Co (Field, R and Co) SJ
 Lupton (I T Miller) v Russ and anr (Magill, E and R)
 Bowden (Stibbard, G and Co) v Pritchard Junr (Hensman and N)
 St James' Bank, Id (E Lee) v Kerr (Stocken and J)
 Martin (Jno Curtis) v Board of Works for the Poplar District (W H Farmfield)
 Colman (J W Cook) v Brooks and anr (Thompson, Son and B)
 Everett (H H Poole) v Parish and anr (In Person; Parish, D and H)
 Reubinson Bros (J M Barnard) v Lewis and Co (Underwood, Son and P)
 Roberts (Roberts and B) v Greves (Smith, Davies and Co) without jury
 Hudson (Blake and Snow) v Till and Birchall (C W Taylor; In Person)
 Ramsey (Allen and E) v McManus (Hogan and H)
 Burton (Same) v Moore (W Tanner)
 Rhodes Bank Coffee Palace Permanent Benefit Building Soc (E Flux and L) v Union Bank of Manchester (Clarke, W and B)
 Alexander and Co (Hollams, Son and C) v Fison (C A Flint) SJ
 Richardson (H H Richardson) v Salomon (W Rawlins)
 Rheinisches Westfälischer Lloyd (Hollams, Son and C) v Wills (Waltons, B and W) SJ
 Crosse and Wife (Rogers and C) v Harcourt and anr (Buchanan and R)
 Crosse (Same) v Same (Same)
 Hannay and anr (Hollams, Son and C) v Lubbock (Waltons, B and W) SJ
 Same (Same) v Reiss (Same) SJ
 Ide and Christie (Waltons, B and W) v Crichton (Hollams, Son and C) SJ
 Sharp, Secy, &c (Staplepool and Son) v Mc Clean (Hargroves and Co)
 Stephens (Same) v Wilkins (N Jourdain)
 Sanders Bros (G M Clements) v Maclean and Co (Maples, T and Co) SJ
 Cobbett (Lanfear and S) v Brown (Plews and I)
 Dyson (G McConal) v Money (Pritchard and M)
 Blackden (Bridges, S, H and Co) v Pilley (H Morris) SJ

SALES OF ENSUING WEEK.

May 9.—Messrs. ROBERT W. FULLER & MOON, at the Mart, at 1 for 2 p.m., Freehold Property (see advertisement, April 30, p. 5).
 May 11.—Messrs. FULLER, HORSEY, SONS, & CO., at the Mart at 2 p.m., Freehold Properties (see advertisement, this week, p. 3).
 May 11.—Mr. ROBINS, at the Mart at 12 for 1 p.m., Reversions, &c. (see advertisement, April 30, p. 5).
 May 12.—Messrs. C. C. & T. MOORE, at the Mart, at 12 for 1 p.m., Freehold, Copyhold, and Leasehold Properties (see advertisement, this week, p. 3).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

CATTANACH.—April 25, at 14, London-street, Edinburgh, the wife of Peter L. Cattanach, advocate, of a son.

HANNEN.—May 1, at 40, Westbourne Park-road, the wife of Nicholas J. Hannen, Her Majesty's Crown Advocate at Shanghai, of a son.

SWIFT.—May 1, at Hardshaw Hall, St. Helen's, the wife of Thomas Swift, solicitor, of a daughter.

DEATH.

TRASER.—May 2, at 3, Torrington-park, Finchley, George Patrick Fraser, solicitor, aged 40.

LONDON GAZETTES.

Bankrupts.

FRIDAY, April 29, 1881.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Crosby, William Lamartine, Caroline st, Tottenham et rd, Wall Paper Dealer. Pet Apr 26. Murray. May 13 at 11.

Ditcham, George Thomas Pearce, Jersey st, Fancy Goods Merchant. Pet Apr 28. Hazlitt. May 10 at 12.30.

Figes, William, Cannon st, Umbrella Manufacturer. Pet Apr 27. Brougham. May 10 at 12.

Gordon, George, Shepherdess walk, City rd, Tailor. Pet Apr 27. Brougham. May 10 at 11.30.

Harley, Andrew, Edgware rd, Credit Draper. Pet Apr 26. Murray. May 10 at 11.

To Surrender in the Country.

Batten, John, Pendock, nr Tewkesbury, Gloucester, Surgeon. Pet Apr 25. Gale. Cheltenham, May 9 at 2.

Bengough, Charles Richard, Church st, Stoke Newington, Bookseller. Pet Apr 26. Pulley. Edmonton, May 13 at 12.

Cooke, Ernest Richard, Bradford, York, Stock broker. Pet Apr 23. Lee. Bradford, May 10 at 12.

Jenkins, William, Cwmyrheido, Cardigan, Auctioneer. Pet Apr 27. Jenkins, Aberystwyth, May 10 at 11.

Martin, Isaac, Colchester, Essex, Labourer. Pet Apr 23. Barnes. Colchester, May 14 at 10.

Morley, Herbert, Chesterfield, Derby, Draper. Pet Apr 25. Wake. Chesterfield, May 13 at 11.

Palmer, Henry, Sheepbridge, Derby, Licensed Victualler. Pet Apr 27. Wake. Chesterfield, May 13 at 11.

Patching, William, Calverton, Nottingham, Wheelwright. Pet Apr 27. Patchett. Nottingham, May 10 at 1.

Richardson, George, Stockton-on-Tees, Purveyor of Milk. Pet Apr 27. Crosby, Stockton-on-Tees, May 12 at 3.

Summer, William, Buxton, Derby, Licensed Victualler. Pet Apr 26. Hyde. Stockport, May 12 at 12.

Watson, Martin, Weobury, York, Farmer. Pet Apr 23. Jefferson. Northallerton, May 11 at 4.

TUESDAY, May 3, 1881.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Jansson, Johan Emil, Tabernacle row, City rd. Pet Apr 30. Hazlitt. May 17 at 11.

MacKenzie, Stanley John Wynn, Somersett House, Strand, Clerk. Pet Apr 25. Hazlitt. May 18 at 12.

Bose, Thomas, Tower hill, Licensed Victualler. Pet Apr 20. Pepys. May 15 at 12.30.

Burney, Richard, Mare st, Hackney, Licensed Victualler. Pet Apr 29. Pepys. May 18 at 12.

To Surrender in the Country.

Jones, William, West Bromwich, Stafford, Coal Dealer. Pet Apr 8. Watson. Oldbury

Kirk, Thomas, Manchester, Skirt Manufacturer. Pet Apr 26. Hyde. Stockport, May 11 at 11.

Lepton, James, Sedbergh, York, Draper. Pet Apr 29. Thompson. Kendal, May 17 at 11.

Massey, Charles, Wandsworth rd, Builder. Pet Apr 20. Wiloughby. Wandsworth, May 20 at 11.

Webster, Simeon, Leeds, Cotton and Mungo Merchant. Pet Apr 29. Marshall. Leeds, May 25 at 11.

Wilkinson, Edward, Manchester, Draper. Pet Apr 28. Lister. Manchester, May 16 at 12.

BANKRUPTCIES ANNULLED.

TUESDAY, May 3, 1881.

Biggs, John, Alderney st, Pimlico, Major. Apr 28

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, April 29, 1881.

Arnold, Richard John, Plumstead, Kent, House Decorator. May 7 at 3 at offices of Pease, Brewer st, Woolwich

Baker, Robert, Exeter, Licensed Victualler. May 17 at 11 at offices of Campion, Bedford circus, Exeter

Barnard, Thomas James, Hereford, Refreshment room Keeper. May 11 at 10 at offices of Stallard, East st, Hereford

Bates, William, Newark-upon-Trent, Nottingham, Woodware Dealer. May 9 at 11 at offices of Footitt, Market pl, Newark-on-Trent

Batty, James, Middlesborough, York, Grocer. May 9 at 11 at offices of Robson, Linthorpe rd, Middlesborough

Bell, James, Little Gomersal, York, Shopkeeper. May 12 at 11 at offices of Curry, Cleckheaton

Beynon, Benjamin, Ffynnon, Pembroke, Farmer. May 14 at 11 at offices of Lascelles, Narberth

Biggs, James, Leicester, Saddler. May 12 at 12 at offices of Hunter and Curtis, Halford st, Leicester

Brown, Robert John, Great Yarmouth, Fishing Smack Owner. May 10 at 12 at offices of Cory, South Howard street, Great Yarmouth

Cobbe, Charles Barton, Bonviers road, Stoke Newington, Commercial Traveller. May 7 at 3 at offices of Tattam, Bishopsgate street

Cooper, Joseph, Kingaton-upon-Hull, Bricklayer. May 5 at 3 at Talbot Inn, Scale lane, Kingaton-upon-Hull

Corfield, William Archer, and Charles Hersee, Chancery lane, Shorthand Writers. May 12 at 2 offices of Van Tromp, Essex st, Strand

Croft, Charles Chesman, Southampton, Grocer. May 12 at 2 at offices of Broad and Co, Queen st, Cheapside. Carter and Bell, Eastcheap

Crook, Robert, Warrington, Lancaster, Clog Manufacturer. May 11 at 11 at offices of Addenbrooke, Bank chrs, Warwick st, Warrington

Dog, Stuart, Whitechapel rd, Baker. May 19 at 2 at the Guildhall Tavern, Gresham st, Jennings, Leadenhall st

Drake, William Hoskins, Station terrace, Anerley, Carver and Gilder. May 9 at 2 offices of Farlow and Jackson, St Benet's pl, Gracechurch st

Duckworth, Henry, Nelson, Lancaster, Manufacturing Confectioner. May 11 at 3.30 at offices of Artindale and Artindale, Burnley

Dutton, William Henry Jones, and Walter Rosebrook Dutton, Mincing lane, Colonial Brokers. May 11 at 3 at 11, Cheapside, Stophore and Rundle, Coleman st

Dyke, David Hyman, Upper Bedford pl, Russell sq, Physician. May 23 at 3 at offices of Dyke and Stead, Chancery lane, Venn and Woodcock, New inn, Strand

Ebdell, Thomas, Leeds, Wholesale Confectioner. May 11 at 12 at offices of Lowrey, South Parade, Leeds

Emblin, Samuel Alfred, and Edward Jones, Bristol, Timber Merchants. May 10 at 2 at offices of Dix, Exchange bds, Bristol

Evans, David, Llantrisant, Glamorgan, Innkeeper. May 10 at 11.30 at offices of Morgan, Mill st, Pontypridd

Evans, George Henry, Poland st, Oxford st, Coffee house Keeper. May 6 at 3 at 191, Fleet st, Fisher, Finsbury pavement

Ewing, Frederick, Bay st, Dalston, Commercial Traveller. May 17 at 3 at offices of Cooper, Lincoln's-inn Fields

Gooch, Charles Frederick, East Bergholt, Suffolk, Grocer. May 15 at 2 at offices of Pollard, St Lawrence st, Ipswich

Gray, Robert Owen, Berwick-upon-Tweed, Ironmonger. May 13 at 2 at Queen's Rooms, Berwick-upon-Tweed. Weatherhead

Gregory, Walter Keys, Dover, Draper. May 11 at 3 at offices of Bordman and Co, Victoria House, Southwark

Gumbley, William, Aston Manor, Warwick, Grocer. May 10 at 3 at offices of Jaques, Temple row, Birmingham

Hampson, Thomas, Charlton, Tyld-ley-cum-Shackerley, Carrier. May 16 at 12 at offices of Dowling and Urry, Silverwell street, Bolton

Hannan, John, Llansantffraid Glyn Ffrydwy, near Corwen, Merioneth, Blacksmith. May 10 at 10.15 at Harp Inn, Corwen, Lloyd and Roberts, Ruthin

Harrison, William, Ambleside, Westmoreland, Joiner. May 10 at 11 at King's Arms Hotel, Kendal

Hobster, William, Nottingham, Plumber. May 17 at 3 at offices of Neville, Brougham Chambers, Nottingham

Holder, John, Bradford, York, Merchant. May 11 at 11 at offices of Berry and Robinson, Charles st, Bradford

Holland, James, Castle Northwich, Chester, Stone Merchant. May 17 at 3 at offices of Cheshire and Son, Applemarket street, Northwich

Hooper, John, Euston rd, Milk Condenser. May 13 at 12 at offices of Greenfield, 16, Abchurch lane

Hopper, Amelia Hannah, Plymouth, Proprietor of School for Girls. May 11 at 12 at offices of Pearce, Princes st, Plymouth

Howe, Jabez, Long Ditton, Surrey, Miller. May 16 at 3 at offices of Bell, Epsom

Hudson, John, Gt Parndon, Essex, Implement Agent. May 12 at 12 at offices of Gregory, Cannon st

Hughes, James Thomas, Lashford, Oldham, Lancaster, Grocer. May 12 at 3 at offices of Ascroft, Clegg st, Oldham

Jones, Whitmore, Sidbury, Worcester, Licensed Victualler. May 10 at 11 at offices of Aileen and Beauchamp, Sansome pl, Worcester

Kilworth, William, and Richard Ladkin, Leicester, Wheelwrights. May 17 at 3 at offices of Gill, Conway buildings, Greyfriars, Leicester

Lane, Samuel, High Wycombe, Buckingham, Mineral Waters Manufacturer. May 13 at 11 at offices of Clark, Easton st, High Wycombe

Lloyd, Thomas William, Tonypandy, nr Pontypridd, Greengrocer. May 12 at 12 at offices of Arthur Lovett, Prudde st, Cardiff. Grover and Grover, Cardiff

Long, William Henry, Frank, Watford, Hertford, Contractor. May 11 at 3 at offices of Boydell, 15, Warwick-court, Gray's-inn

Marsch, Frederick, and Harold Southard Marsch, St. George's rd, Peckham, Oilman. May 23 at 3 at 173, Ball's Pond rd, Fenton, Kingsland Green

McMillan, James, Newport, I.W., Boot Dealer. May 11 at 1 at Inns of Court Hotel, High Holborn. Joyce, Newport

Musgrave, George Henry, Newark-upon-Trent, Nottingham, Miller. May 16 at 12 at Ram Inn, Castle gate, Newark-upon-Trent. Mee and Co, East Retford

Newman, Rouben, Southampton, Grocer. May 10 at 3 at 6, Arthur st East, London Bridge. May and Co, Adelaide place, London Bridge

Outhwaite, John Henry, Parliament st, Westminster, Contractor. May 16 at 3 at Cannon st Hotel, Cannon st. Philip, Walbrook

May 7, 1881.

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Perfitt, Charles, Bristol, Beer Retailer. May 7 at 12 at offices of Esary, Nicholas st, Bristol

Parish, John Whittington, Canton, Cardiff, Builder. May 12 at 12 at offices of Price and Daniel, Church st chmbrs, Church st, Cardiff.

Cousins, Cardiff

Parsons, Henry, Milborne Styleham, Dorset, Grocer. May 10 at 3 at offices of Brennan, Blandford

Payne, George, Teignmouth, Outfitter. May 12 at 3 at offices of Whidborne and Tozer, Teignmouth

Parks, Frederick, Sheldon, Hanley, Licensed Victualler. May 11 at 12 at offices of Sword, Cheapside, Hanley

Flight, William, Manchester, Hosier. May 13 at 3 at offices of Bootle and Edgar, Booth st, Manchester

Power, Edward, Queen Victoria st, Surveyor. May 19 at 3 at offices of Mumford and Longden, Old Jewry

Rae, Joe, Ufford, Northampton, out of employment. May 14 at 11 at George Hotel, Market pl, Oakham

Harvey, Leicester

Roberts, William, Lloyd, Leckhampton, Gloucester, Chandler. May 14 at 11 at offices of Pruden, Regent st, Cheltenham

Ross, Thomas Cameron, Tiverton, Hill, Licensed Victualler. May 5 at 2 at offices of Emerson, Leadenhead st

Russon, Joseph Ashmore, Birmingham, Fancy Draper. May 16 at 3 at offices of Rowlands and Co, Colmore row, Birmingham

Sawbridge, Charles, Leicester, Builder. May 10 at 3 at offices of Hincks, Bowling Green st, Leicester

Sawford, William Warner, Wimblington, Cambridge, Farmer. May 11 at 12.30 at County Court Office, March, Wise, March

Shuttleworth, Edward, Ulverston, Lancaster, Farmer. May 13 at 11 at Temperance Hotel, Queen st, Ulverston. Jackson, Ulverston

Solomon, Edward Smith, Hanley, Grocer. May 6 at 3 at offices of Ashmall, Albion st, Hanley

Spindler, William, Headington Quarry, Oxford, Coal Dealer. May 16 at 12 at offices of Dudley, Corn Market st, Oxford

Standley, John, Smethwick, Stafford, out of business. May 7 at 10.15 at offices of East, Temple st, Birmingham

Summers, Emanuel, and Francis George Summers, Worcester, Coopers. May 11 at 11 at offices of Corbett, Avenue House, The Cross, Worcester

Taylor, Robert, Waddington, York, Innkeeper. May 11 at 3 at offices of Hall and Baldwin, Duck st, Clitheroe

Thomas, William, Edward, Edward Taylor, and James Fielding, Stockport, Chester, Laundry and Dairy Engineers. May 16 at 3 at the B Committee Room, Old Townhall, King st, Manchester

Sale and Co, Manchester

Thoma, Alexander, Liverpool, Bookkeeper. May 10 at 2.30 at offices of Brabner and Court, Cook st, Liverpool

Tomlinson, James, Hanley, Stafford, Grocer. May 12 at 3 at offices of Sword, Cheapside, Hanley

Tresize, William Walter, Beech st, Barbican, Printer. May 19 at 2 at offices of Webb and Son, Barbican chmbrs

Varstone, William, Torquay, Devon, Builder. May 12 at 12 at offices of Mackenzies and Hext, Fleet st, Torquay

Way, William, Sparkbrook, Aston, nr Birmingham, Grocer. May 12 at 1.30 at 46, Ann st, Birmingham

Walter, Birmingham

Webb, Charles David, Buckingham Palace rd, Dealer in Tobacco. May 10 at 1 at offices of Waring, Blackman st, Southwark

Webb, George, Astley-Juxta-Birmingham, Builder. May 11 at 11 at offices of Taylor, Colmore row, Birmingham

Webb, Thomas, Hulme, Manchester, Dairymen. May 14 at 11 at the Crown and Thistle Hotel, Cathedral yard, Manchester. Clemmet, Manchester

West, George, Poole, Fruiterer. May 12 at 12 at offices of Aldridge and Aldridge, King st, Poole

Willey, Jos, Hoyland, nr Barnsley, York, Chemist. May 12 at 11 at offices of Parker and Hickmott, Regent st, Barnsley

Williams, William, Manor terrace, Tottenham, out of business. May 18 at 10.30 at offices of Rees-Davis and Co, Frederick's pl, Old Jewry

Willis, John, Vero st, Clare Market, Leather Dealer. May 9 at 11 at Ridler's Hotel, Ganty, Westminster bridge rd

Woodend, Robert, Liverpool, Tea Merchant. May 19 at 3 at offices of Best, Dale st, Liverpool

TUESDAY, May 3, 1881.

Ambrose, Thomas, Helions Bumpstead, Essex, Farmer. May 14 at 12.30 at Town Hall, Saffron Walden. Freeland and Boltingham, Saffron Walden

Armitage, Benjamin, Liversedge, York, Currier. May 16 at 3 at offices of Carr and Cadman, Crown st, Cleckheaton

Aston, Edwin, Sutton Coldfield, Warwick, Grocer. May 17 at 3 at offices of Jaques, Temple row, Birmingham

Balmer, Peter, Springfield, near Southport, Lancaster, Brick Manufacturer. May 16 at 11 at offices of Eddy, Lord st, Liverpool

Barker, Joseph, Stockton-on-Tees, Draper. May 13 at 12 at Elliott's Royal Hotel, High street, Stockton-on-Tees. Thomas, Stockton-on-Tees

Basset, Evan, Swansea, Cattle Vendor. May 16 at 4 at offices of Cox, Adelaide chmbrs, Adelaide st, Swansea

Bennett, Exzod, Moss Side, Manchester, Photographer. May 16 at 1 at offices of Phillips, Marsden st, Manchester

Bland, Thomas, Alfreton, Derby, Grocer. May 20 at 11.30 at Bell Hotel, Sadlergate, Derby

Curaham, Ripley

Booth, Isaac Wilcock, Leeds, Cloth Manufacturer. May 13 at 2 at offices of Middleton and Sons, Calverley chmbrs, Victoria sq, Leeds

Borham, William Henry, Portobello rd, Notting hill, Physician. May 12 at 2 at 484, Portobello rd

Boxall, John, Bournmouth, Southampton, Tailor. May 24 at 1 at Haxell's Royal Exeter Hotel, West Strand. Sharp, Christchurch

Bradley, Samuel, Reading, Printer. May 13 at 12 at 151, Friar st, Reading. Tidy and Tidy

Bramhill, Thomas, Bilton, Stafford, Engineer. May 19 at 11 at offices of Smith and Son, King's chmbrs, Dudley st, Wolverhampton

Britton, William, Slough, Bucks, Boot Seller. May 18 at 4 at MacKenzie st, Slough

Brooke, Samuel Holdsworth, Checkheaton, York, Flannel Manufacturer. May 11 at 3 at Railway st, Cleckheaton. Clough

Brown, John, Gateshead, Durham, Beerhouse Keeper. May 18 at 12 at offices of Robson, Townhall, Gateshead-on-Tyne

Brown, John, Sheffield, Iron Merchant. May 13 at 12 at offices of Pearson, Queen st, Sheffield

Buckley, James, Carrington Moss, near Sale, Chester, Farmer. May 16 at 3 at Falstaff Hotel, Market pl, Manchester. Tremewan, Manchester

Bulmer, Thomas, Sutton, near Doncaster, Farmer. May 16 at 12 at the Elephant Hotel, St Sepulchre gate, Doncaster. Wainwright and Mason

Burbridge, William, Southwick, Sussex, out of business. May 17 at 3 at the Dolphin Hotel, Chichester. Goodman, Brighton

Cain, George, Richmond, Surrey, Builder. May 17 at 3 at offices of Richardson and Sadler, Golden sq

Cant, Joseph, Leicester, Licensed Victualler. May 23 at 3 at offices of Hincks, Bowling Green st, Leicester

Chard, John, Berkley, Gloucester, Innkeeper. May 16 at 2 at Talbot Hotel, Victoria st, Bristol. Oliver

Clapham, George Barnaby, Cheetham, Manchester, Agent. May 16 at 3 at offices of Heath and Sons, Swan st, Manchester

Cooke, Arthur, Oxford st, Umbrella Manufacturer. May 26 at 3 at offices of Hussey, Mark Lane. Smallman, Queen st, Cheapside

Davies, David John, Liverpool, Draper. May 19 at 12 at office of Carruthers, Lord st, Liverpool

Davies, Isaac, and Rees Taylor, Llantrisant, Glamorgan, Tin Plate Manufacturers. May 17 at 3.30 at Magistrate's Room, Aberavon. Tenant and Jones, Aberavon

Deacon, William, Cosford, Warwick, out of business. May 14 at 10 at offices of Gledhill, North st, Rugby

Derbyshire, William Henry, Dunstable, Bedford, Auctioneer. May 17 at 11 at offices of Benning and Son, West st, Dunstable

Dix, Joseph, High Wycombe, Bucks, Ironmonger. May 19 at 3 at Council chamber, Guildhall, High Wycombe. Reynolds

Dreyer, Henry, St George st, St George's-in-the-East, Clothier. May 11 at 3 at offices of Cattlin, Wormwood st, Old Broad st

Dunsey, Charles, Sittingbourne, Kent, Baker. May 18 at 11 at office of Gibson, High st, Sittingbourne

Edwards, Fred, Gillingham, Dorset, Plumber. May 17 at 3 at office of Stopher and Rundle, Coleman st

Elson, Thomas, Newark-upon-Trent, Timber Merchant. May 18 at 3 at offices of Pratt and Hodgkinson, North Gate, Newark-upon-Trent

Evans, John, Queensland rd, Holloway, Dairymen. May 12 at 3 at offices of Lovelock and Whiffin, Coleman st, New Broad st

Evans, John Mathias, Pontypridd, Glamorgan, out of business. May 11 at 2.30 at offices of Cooke, Pontypridd

Fieldhouse, John, West Bromwich, Stafford, Forge Manager. May 17 at 11 at offices of Jackson and Sharpe, High st, West Bromwich

Foot, Henry, Wood st sq, Umbrella Silk Manufacturer. May 27 at 3 at offices of Wilson, Old Jewry chmbrs, Smallman, Queen st, Cheapside

Ford, Walter Alsop, Teignmouth, Surgeon Dentist. May 17 at 3.30 at offices of Whidborne and Tozer, Teignmouth

Gainsford, Frederick, Drummond st, Euston sq, Bootmaker. May 18 at 3 at offices of Cannon, King st, Cheapside

Garness, William, Tipton, Stafford, Millwright. May 17 at 3 at office of Travis, Church lane, Tipton

Glasbrook, David, Morrison, Glamorgan, Tin Plate Manufacturer. May 17 at 2 at Cameron Arms Hotel, High st, Swanses. Donague Swanses

Gregory, Richard, and Thomas Gregory, Landore, nr Swanses, Timber Merchants. May 12 at 2 at offices of Smith and Lawrence, Cambrian pl, Swanses

Griffin, Frederick John, Golborne rd, Westbourne Park, Green Grocer. May 23 at 3 at offices of Corp and Co, Southampton row, Russell sq

Hardy, William, Jonathan, Box, Wilts, Shopkeeper. May 11 at 12 at offices of Dyer, Queen st, Bath

Harris, George, Manchester, Potato Salesman. May 17 at 11 at office of Sherratt, Cooper st, Manchester

Harris, George Albert, Liverpool, Builder. May 18 at 2 at offices of Morris and Jones, Dale st, Liverpool

Harrison, James, Wigan, Coal Merchant. May 19 at 3 at offices of Wood, Victoria blids, King st, Wigan

Haskew, Charles Peter, Wolverhampton, Provision Dealer. May 12 at 12 at offices of Rhodes, Queen st, Wolverhampton

Hastings, James, and George Hastings, Great Yarmouth, Boat Builders. May 13 at 3.30 at offices of Preston, 13, Regent st, Great Yarmouth

Parry, John, Brindale Heath, Pendleton, Lancaster, Rope Manufacturer. May 20 at 3 at the Mitre Hotel, Cathedral Gates, Cateaton st, Manchester. Chorlton, Manchester

Hird, Robert, Barnard Castle, Durham, Grocer. May 12 at 11 at offices of Robinson, Chancery lane, Darlington

Howitt, Joseph Fall, York, Tailor. May 16 at 3 at offices of Crumble, 46, Stonegate

Humphries, George Walford, Tipton, Stafford, Auctioneer. May 17 at 11 at offices of Travis, 80, Church lane, Tipton

Hutton, Jonathan Valentine, and Harry Sharp, Market st, Edgey rd, Timber Merchants. May 14 at 11 at the Guildhall Tavern, Gresham st, Bell, Bishopton

Jarvis, Edwin, and Alfred Jarvis, Cardiff, Cabinet Makers. May 19 at 11 at Anderton's Hotel, Fleet st, Jones, Cardiff

Jeavons, Thomas, Wolverhampton, Grocer. May 18 at 3 at Knapp's Hotel, High st, Birmingham. Vaughan, Willenhall

Jennings, James, Victor rd, Willenhall, General Dealer. May 14 at 2 at offices of Johnson, 118, Seymour pl, Marylebone

Johnson, Edward, sen, North Hykeham, Lincoln, Farmer. May 17 at 11 at offices of Page, Flaxengate, Lincoln

Jones, Evan, Trawsfynydd, Merioneth, Butcher. May 14 at 3 at the Pengwern Arms Hotel, Festiniog. Jones and Jones, Portmadoc

Kirk, John, Bolton, Lancaster, Ironmonger. May 13 at 3 at offices of Briscoe, 9, Chancery lane, Holton. Balsaw, Bolton

Krause, Louis, Golbourne rd, South Kensington, Schoolmaster. May 14 at 11 at offices of James, 3, Circus pl, Finchley, circus

Lancaster, James, Scarborough, Hairdresser. May 16 at 11 at the Wellington Hotel, Castle rd, Scarborough. Clemmet, Manchester Lansdale, Samuel, Richmond st, Walworth, Egg Merchant. May 11 at 2 at the Swan Hotel, Gt Dover st, Southwark. Rasleigh, G. Three Crown sq, Borough Laws, George, Faraday rd, Notting hill, Builder. May 20 at 2 at offices of Schulz and Son, 12, South sq, Gray's inn Lay, Rose, Luton, Bedford, Straw Hat Manufacturer. May 14 at 4 at Red Lion Inn, Luton. Miller, Broad st buildings Leech, Henry James, Higham, Suffolk, Grocer. May 17 at 11 at Guildhall, Bury St Edmunds. Leech and Son, Bury St Edmunds Lewis, Edward, Cardiff, Eatting House, Keeler. May 12 at 11 at offices of Williams and Williams, High st, Cardiff. Jacob, Cardiff Lowin, William Henry, Cheshunt, Hertford, Upholsterer. May 25 at 3 at offices of Rumney, Walbrook Mapleson, Horsley Thomas, Devonshire st, Portland pl, Surgeon. May 16 at 12 at offices of Incorporated Law Society, Chancery lane. De Fives, Devonshire st Marks, Richard, Birkenhead, Chester, Builder. May 16 at 3 at offices of Thompson, Hamilton st, Birkenhead Montgomery, John, Preston, Clothier. May 18 at 3 at offices of Thompson and Craven, Lune st, Preston Morris, William, Newport, Mon., Grocer. May 11 at 12 at offices of Hutchins, Commercial st, Newport Mullins, James, Leeds, Ironmonger. May 13 at 3 at offices of Wells, Cookridge st, Leeds Munn, Henry James, Worcester, Cabinet Maker. May 13 at 3 at office of Corbett, Avenue House, The Cross, Worcester Murfitt, Tom, Bradford, Woolstapler. May 18 at 11 at Victoria Hotel, Bradford. Last and Betts, Bradford Myatt, Thomas, Church Eaton, Stafford, Innkeeper. May 18 at 11.30 at offices of Smallwood, Newport Nicholls, Charles Henry, New Kent rd, Cheesemonger. May 16 at 2 at offices of Pearce and Sons, Giltspur st Oldfield, George, and Abram Lambert, South Crossland, nr Huddersfield, Oil Extractors. May 18 at 11 at Swan with Two Necks, Westgate, Huddersfield. Ridgway and Ridgway Owen, Robert, Llanlyfni, Carnarvon, Tailor. May 17 at 2 at the Liverpool Arms Hotel, Brook street, Chester. Roberts, Bangor Parker, William Coles Harding, Battersea park rd, Cheesemonger. May 23 at 3 offices of Lloyd, London wall Parlour, Sophie Hayward, Ledbury, Hereford, Saddler. May 18 at 12 at 12 at offices of Piper, the Courthouse, Ledbury Plowman, Henry, Albert ter, West Finchley, Plumber. May 13 at 3 at offices of Grayson, Hunter st, Brunswick sq Rawlins, Silas, Romsey, Hants, Farmer. May 12 at 3 at offices of Kilby, Portland st, Southampton Roberts, James Robert, Melcombe Regis, Dorset, Butcher. May 23 at 10.30 at offices of Howard, East st, Melcombe Regis Roebuck, William, Owston, Lincoln, Plumber. May 16 at 12 at the Red Lion Hotel, Epworth, Lincoln. Parkin and Co, Epworth Russell, Thomas, Canteloupe road, Camden Town, out of employment. May 14 at 4 at offices of Nicoll, Gt Portland st Sadler, Cleophas Findlow, Patricroft, near Manchester, out of business. May 16 at 3 at offices of Barrow and Smith, Cross st, Manchester Sedgwick, Thomas, Chatham, Kent, Tailor. May 16 at 3 at offices of Mintern Brothers, Hart st, Bloomsbury square. Greathouse, Eastgate Sharpe, Henry George and William Corbett, Rushden, Northampton Shoe Manufacturers. May 17 at 3 at offices of Becke, Derngate, Northampton Singleton, Alexander Hayes, Glebe pl, Chelsea, Schoolmaster. May 18 at 1 at offices of Brown, Lincoln's inn fields Skan, Elizabeth Bryan, Birmingham, Milliner. May 17 at 3 at offices of Jacques, Temple row, Birmingham Smelt, Joseph, St Mary's rd, Bayswater, of no occupation. May 17 at 3 at Seymour place, Marylebone road. Francis, Marylebone road Stanfield, Thomas, Hillhouse, near Huddersfield, Plumber. May 12 at 11 at offices of Whitley and Whitley, New st, Huddersfield Steel, Henry, Manor pl, Walworth, Grocer. May 17 at 4 at offices of Thomas Hanson, King st, Cheapside. Weathersfield, Queen st, Cheapside Stubley, Ard, Dewsbury, York, Tobacconist. May 16 at 3 at offices of Carter, Dewsbury, Stapleton Swindells, Jacob, Leek, Staffordshire, Fruiterer. May 17 at 11 at Derby st, Leek. Challinor and Co Taylor, Martin, Samuel Kidd, and Peter Greenall, Widnes, Lancaster, Chemical Manufacturers. May 17 at 3 at offices of Davies and Co, Market pl, Warrington Torry, Frederic William, Kingston-upon-Hull, Solicitor. May 13 at 1.30 at the George Hotel, Whitefriargate, Kingston-upon-Hull. Leak and Co, Hull Tyack, George Henry, Sheffield, Cutler. May 16 at 12 at offices of Anty and Sons, Queen st, Sheffield Vaughan, David, Wribbenhall, Worcester, Provision Merchant. May 13 at 3 at offices of Thursfield, Swan st, Kidderminster Veall, James Read, Wolverhampton, Architect. May 16 at 3 at offices of Neve and Rutter, Darlington st, Wolverhampton Vile, William Pinkham, Barnstaple, Devon, Licensed Victualler. May 16 at 12 at offices of Thorne, Castle st, Barnstaple Virgoe, William Randal, Leatherhead, Surrey, Coal Merchant. May 25 at 2 at offices of Pratt and Old Jowry chums, Miller and Co Wade, Francis, Gilton, Rothwell, York, Quarry Owner. May 17 at 3 at offices of Dunning and Kay, Butt's court, Leeds Wagner, Henry Robert, James st, Buckingham gate, Builder. May 16 at 3 at offices of Harcourt, Moorgate st Walden, Charles, Wokingham, Berks, Builder. May 17 at 2 at offices of Blandy and Witherington, Friar st, Reading Wheeler, John, Walton, nr Liverpool, Draper. May 18 at 2 at offices of Davies, the Temple, Dale st, Liverpool White, Austin, Southampton, Greengrocer. May 11 at 3 at offices of Moseley, High st, Southampton Williams, John, Lowestoft, Agent for Fishing Company. May 18 at 3 at offices of Farman, Great James st, Bedford row Williams, Roger Howell, Pontardawe, Glamorgan, Ironmonger. May 13 at 2 at offices of Parsons, High st, Bristol. Turberville, Pontardawe Williams, Thomas Charles, Conway, Carnarvon, Plumber. May 14 at 11.30 at the Bee Hotel, St John's lane, Liverpool. Jones, Conway Wilson, John, Preston, Lancaster, Egg and Butter Dealer. May 18 at 11 at offices of Thompson and Craven, Lune st, Preston Wilson, John, Shrivernham, Berks, Farmer. May 13 at 11 at offices of Kimeir and Tombs, High st, Swindon. Haines, Faringdon Woodward, Thomas Robert, Oxford, Publican. May 18 at 10 at offices of Druce, High st, Oxford Yates, Thomas Edward, Moor End, Cleckheaton, York, Commission Agent. May 17 at 11 at offices of Curry, Cleckheaton

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Leasehold Mansion, and 126 acres of Land, suitable for a Catholic nobleman or gentleman of position.

MESSRS. JAMES BEAL & SON are favoured with instructions to offer for SALE BY AUCTION, at the MART, E.C., on WEDNESDAY, the 25th of MAY, 1881, at TWELVE for ONE o'clock precisely, the LEASE of the choice RESIDENTIAL PROPERTY well known as Stoke Farm, Sefton-park, situate within three miles of Slough Station, and six of Windsor. It comprises a spacious mansion, containing every accommodation for a large family, a large Catholic chapel with sacristy adjoining, conservatory 40ft. long, summer-house, aviary, &c. Extensive stabling. The pleasure grounds of great beauty, are studded with some magnificent specimens of oak, ash, and beech, spacious kitchen garden, with vineyard, peach-house, two greenhouses, gardener's cottage, orchard of 24 acres, and 17 acres of prime meadow land. The farm of 91 acres, with bailiff's house, usual buildings, eight cottages, is sublet at £235 per annum. The whole property is held upon lease for 21 years from 1877, at £450 per annum.

Particulars may be obtained of Messrs. Norton, Rose, Norton & Brower, Solicitors, 6, Victoria street, S.W., and 24, Coleman-street, E.C.; of Messrs. Carlisle & Ordell, Solicitors, 8, New-square, W.C.; and of the Auctioneers, 20, Regent-street, S.W., where views of the house may be seen.